



JW Marriott Marco Island Beach Resort
400 South Collier Boulevard, Marco Island, Florida 34145

Hammock Bay Golf & Country Club
1370 Borghese Lane, Naples, Florida 34114

The Rookery at Marco
3433 Club Center Boulevard, Naples, Florida 34114
[within the Fiddler's Creek Community]



r
JW MARRIOTT..
MARCO ISLAND

For Information About Joining The Members Club at Marco
Please Contact
Valerie Murphy~ Director of Memberships ~ 23 9-642-2635



MEMBERSHIP PLAN OVERVIEW

MEMBERSHIP OPPORTUNITY

This Membership Plan describes the Membership opportunities in The Members Club at Marco (the "Club"). The Club offers an elegantly unique experience, with relaxation and recreation redefined on the golf courses, at the beach, pools, spa, fitness, tennis and dining facilities. The Club includes amenities and privileges within 3 magnificent locations: The JW Marriott Marco Island (the "Resort"), Hammock Bay Golf Club ("Hammock Bay") and The Rookery at Marco Golf Club ("Rookery") (collectively, the "Club Facilities"). The 3 components share a common commitment to the excellence of our Membership program. The Club is managed and operated by Marriott International, Inc. or its affiliate ("Club General Manager"), which sets the outstanding service standards that envelope all locations and facets of Club operations.

MEMBERSHIP CATEGORIES

The Club, at its discretion, offers the following categories of Membership: Golf Memberships, Golf Waiting Membership, and Social Memberships. The use privileges associated with each category of Membership are more fully described in this Membership Plan. The Club also makes available other memberships and use rights from time to time as described in the Membership Plan.

SPECIAL MEMBERSHIP BENEFITS

In addition to exceptional Club Facilities and an extensive array of programs and activities for Members and their families, Membership in the Club currently offers a number of attractive benefits. A brief description of some of these benefits follows and they are described in greater detail in this Membership Plan and the Rules:

- **Refundable Membership Initiation Fee:** Effective April 1, 2022, \$56,000 of the Membership Initiation Fee received by the Club for a Golf Membership and \$16,000 for a Social Membership is refundable, subject to reissuance of the membership and terms described in this Plan. All Memberships sold between January 1, 2018 and April 1, 2022 shall fall under the Membership Document Plan effective until March 31, 2021. All Memberships sold before January 1, 2018 shall fall under the Membership Document Plan effective until December 31, 2017.

- **Non-refundable Membership Fee:** Effective April 1, 2022, a Golf Waitlist Membership non-refundable fee will be required from all persons invited to move from the Golf Waitlist, and any other persons invited by the Club.
- **Resigned Memberships Refunded Prior to Membership Sell-Out:** Resigned Members are not required to wait until all new Memberships in the Club have been issued before their Membership is reissued and will receive a refund, pursuant to a refund schedule.
- **Immediate Family Privileges:** A Member, his or her spouse or partner, and their unmarried children, under the age of 25, who are living at home, attending school on a full-time basis, or in the military, are entitled to Membership privileges without having to pay additional Membership Dues. Proof of age is required for both members and those who qualify as immediate family.
- **Extended Family Privileges:** The parents, children (25 years and older) and their spouses, grandparents, grandchildren and great-grandchildren of the Member and spouse/partner and the spouses/partners of such family Members are entitled to use the Club and Resort Facilities upon payment of applicable fees and preferred greens fees and other charges.
- **Transferability of Memberships through Real Estate Transactions:** Refundable Initiation Fee Memberships are transferable through the Club to the subsequent purchaser of a Member's residence or home site in Collier County.
- **Disposition of Membership upon Death of a Member:** There are 3 options for the Membership of a deceased Member with a Refundable Initiation Fee. Those with Non-refundable Initiation Fee Memberships [which were but are no longer offered] have limited transferability. The Membership Plan discusses this topic in detail on pages 19 through 21.
- **No Assessments:** Members are not subject to operating deficits or capital assessments.
- **Preferred Pricing:** Members are entitled to receive a 20% discount on all food and beverage purchases, spa treatments, Resort operated water sports such as beach boat rentals (non-motorized), other venues operated by the Resort, Club pro shop purchases and other items as designated at the Club and Resort. Concessions or leased facilities are not obligated to participate in the Members' discount program.
- **Concierge and Membership Service:** Concierge and Membership services are available which will enable Members to arrange for a variety of personal and Club activities and services.
- **Club Communication:** Members will receive an electronic [e-mail] or printed update containing information about events and activities at the Club and other items of interest. A proprietary website for Member only is available 24 hours a day and the Club posts information on all club activities.
- **Worldwide Marriott Golf Reciprocal:** Designed especially for Golf Members, we participate in Marriott's Global Reciprocal program which provides our golfers the opportunity to play exotic and sought-after courses for a cart fee only; this program requires overnight stays at the hotel associated with the course the Member plays. Detailed information is available from the Membership Office.
- **Regional Marriott Properties Reciprocal Arrangements:** We have aligned with several regional "Marriott family" properties with Membership programs similar to ours and have developed a unique opportunity whereby Members of each property may use the amenities of the other participating properties by arrangement through the Club's Membership Director. Each property offers something quite exceptional, and it is a fun filled program; it does not require an overnight stay.
- **Local Golf Reciprocal:** Each year from May 1st until October 31st, we customarily participate in the Naples/Marco area Club Reciprocal program which affords our Members the opportunity to enjoy a plethora of local clubs. This program availability is reviewed each year.

CAREFULLY REVIEW ALL MEMBERSHIP DOCUMENTS

The Overview provides only a summary of the Membership Plan and referenced documents. Every person who desires to obtain a Membership should carefully read this Membership Plan and all the referenced documents and should seek professional advice to evaluate these documents and should not rely on the Overview. Note that the Club Owner retains the right to make amendments to the Membership Plan and Club documents from time to time as it sees fit, without prior notice.

RELY ONLY ON INFORMATION IN THIS MEMBERSHIP PLAN

No Person has been authorized to give any information or make any representations not contained in this Membership Plan and the referenced documents and, if given or made, such information must not be relied upon as having been authorized by the Club. In the event of a conflict between the terms of Membership contained in the Membership Plan, Rules and Regulations and membership application with other printed materials, the Membership Plan, Club Rules, Schedule of Dues, Fees and Charges, and Membership Application shall govern.

MEMBERSHIPS ARE OFFERED ONLY FOR RECREATIONAL PURPOSES

Memberships at the Club are offered exclusively to permit Members the recreational use and enjoyment of the Club Facilities as set forth in the Membership Plan. Memberships should not be viewed as an investment and no Member should expect to derive any economic profits or benefits from Membership at the Club.

No federal or state authority has passed upon or endorsed the merits of this Membership Plan.

APPLICATION PROCEDURE

Each person desiring a Membership must mail, email or deliver to the Membership Director a fully completed and signed Membership Application, along with payment for the required Membership Initiation Fee. In the event the Membership Application is not acted upon favorably, the Membership Initiation Fee will be fully refunded, without interest.

MEMBERSHIP DIRECTOR AVAILABLE TO ANSWER QUESTIONS

All inquiries regarding Membership in the Club or this Membership Plan and referenced documents should be directed to the Membership Director at the Club by calling (239) 642-2635. You may call or visit the Membership Office, conveniently located within the Fiddler's Creek Community in the clubhouse at the Rookery Golf Course, 3433 Club Center Boulevard, Naples, Florida 34114.



PLAN

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MEMBERSHIP FEATURES, AMENITIES AND FACILITIES

INTRODUCTION

This Membership Plan, the Club Rules, the Schedule of Dues, Fees and Charges, and the Membership Application ("Club Documents") set forth the rights, privileges and obligations of Membership in the Club.

GOLF CLUB FACILITIES

The Golf amenity of the Club is comprised of 2 18-hole championship golf courses which accommodate every level of play.

The course at the Rookery is located in the Fiddler's Creek development, and neighbors Hammock Bay. The Rookery course, at over 7,100 yards, was originally designed by Joe Lee and was redesigned by Robert Cupp, Jr. in 2002. In 2014, Peter Jacobsen and Jim Hardy offered their insight and did a complete bunker redesign as well as a re-grass with Platinum Paspalum. Appropriately named the Rookery, meaning bird sanctuary, the course is nestled in shallow wetlands that attract many species of bird life; it is a member of the Audubon Cooperative Sanctuary. The playing experience features 5 teeing grounds to choose from, generous fairways, immaculate turf conditions and consistently fast greens that are widely considered to be the best in the area.

The course at Hammock Bay is located in the Hammock Bay community; close to its island neighbor, the "Resort" and also to the Rookery. The Hammock Bay course, at over 6,900 yards, was designed by Peter Jacobsen and Jim Hardy and opened in 2004. The limitless beauty of the natural environment brings recognition as a Gold Certified Signature Sanctuary from Audubon International. The course also features 5 teeing grounds to choose from and various elevation changes which allow vistas of the Marco Island skyline. Hammock Bay's Seadwarf Paspalum turfgrass, used throughout the course, offers the most vibrant and lush playing surface available.

Two outstanding practice facilities, each offering a full-swing hitting area, multiple chipping/pitching areas, and a total of 4 practice putting greens await those seeking to simply warm-up or striving to improve their game. Both locations offer fully stocked pro shops with the latest in apparel and equipment and men's and women's locker rooms with toiletries and amenities.

The Rookery Golf Academy is located at the Rookery Course. The Academy offers various private instructional programs with video analysis, equipment profiling and club repair. Both golf courses also offer private instruction from the PGA Professionals on staff with the Club.

To enhance the playing experience for our Members, we have set a goal to periodically alternate the playing status of our 2 golf courses as either "Private" or "Resort". When a course is designated for a "Private" day, only Golf Members and their guests will have access to play on the Private course. When a course is designated for a "Resort" day, Resort guests, Social Members, unaccompanied guests, and non-members will play on the Resort course (Golf Members and their guests will have access to both courses on such designated days, based on availability). At times both courses may be designated for "Resort" play.

Although the average size Resort convention group is 75 players, which the Resort course is more than capable of accommodating, there may be an occasion when the Private course, in addition to the Resort course, is required to accommodate a large Resort or Member Event golf group that exceeds 144 players. Historically, there has never been more than a handful of occasions during the course of an entire year when there was a necessity to use a second course; however Members should be aware that this possibility may exist.

Please refer to the Rules for additional information regulating use of the Club's 3 locations, including availability of tee times.

NON-GOLF AMENITIES AND FACILITIES

Our JW Marriott Marco Island Resort (the "Resort") is located oceanfront on our famous 3-mile crescent shaped beach. It awaits our Members for days and evenings of enjoyment.

DINING

Members receive a 20% discount on food (except during Member-priced events and special Holiday Buffets) and beverages including alcohol consumed by the Member and those on his/her bill, at any of our extraordinary venues which include Korals, Ario, Maia, 400 Pazzis, Tesoro, 10K Alley, Quinn's On The Beach, Kane Tiki Bar and Grill, Café San Marco, the Rookery Grill, the Hammock Bay Tiki Bar and Grill, and future venues which may be announced.

Gratuities for food and beverage enjoyed at the Rookery and Hammock Bay are automatically included in the bill and are based on amount before discounts.

BEACH AND POOLS

Proprietary access to 3 miles of silver-sand beach kissed by the Gulf of Mexico, the Resort beach offers complimentary loungers, towels and umbrellas, and access to our Quinn's Cruiser dining and drinks service.

A total of 4 swimming pools in 2 locations (Resort and Hammock Bay) with lush, tropical water features, are available to Members. In addition, a variety of enjoyable water activities, boats and sailing trips are available.

TENNIS

Four Har-Tur courts are located at Hammock Bay. Advanced court time reservations are available in accordance with the Rules and Regulations set by the Club's tennis professional.

SPA AND FITNESS

We welcome you to our award-winning Spa by JW at the Resort. The Spa at the Resort offers elaborate relaxation and rejuvenation facilities with enhancements such as hot soaks, cold plunges, steam and sauna. With 24 treatment rooms, the Spa at the Resort is the only place to go for a worldly range of treatments to select from. Day lockers are obtainable to Members based on the level of availability on a daily basis.

A fitness center within the Spa at the Resort is equipped with cardio and weight training equipment, as well as personal trainers. The fitness center is available to all Members (age restrictions apply to those under 16 years of age). All equipment is state-of-the art and each especially designed cardio workout instrument has its own television screen to entertain while assisting you to get healthier.

Spa by JW also offers a private, adult "quiet" pool with limited access, as it is set aside for those who partake in massage or facial treatments to refresh-mediate-relax (age restrictions apply to those under 18 years of age).

ACCESS TO CLUB AMENITIES AT THE RESORT

Members have utilization of all the Resort Facilities subject to availability. The assistance of the Resort staff will allow you to enjoy all facets of your Membership. That being said, our experience illustrates that demand for use of loungers on the Resort pool(s) deck(s) during certain critical time frames has exceeded our capacity. Therefore, from time to time, the Resort may be unable to accommodate Member access to its pool(s) deck(s).

On the beach, Members will receive complimentary umbrellas, loungers [a maximum of 5], towels and access to the Quinn's Cruiser food and beverage service.

When availability allows, the Membership Director's office will issue a guest Pass for the Resort for Extended Family Members and guests of Members. Every guest must have a guest pass, and this pass must be in the possession of the guest while enjoying any aspect of the Resort property. Guest procedures may change from time to time. Accessibility for guests may be restricted during high occupancy periods at the Resort or at other times deemed necessary by management.

UPDATING CLUB FACILITIES

The Club may, in its sole and absolute discretion, expand the Club Facilities or Resort Facilities or add additional facilities either on or off-site, as it determines appropriate from time to time, including additional golf facilities. If additional facilities are added to the Club Facilities or Resort Facilities, or the Club Facilities or Resort Facilities are expanded, the number of Memberships issued in the Club may be increased. From time to time, the Club may remove Club facilities from Member use or substitute new facilities for existing facilities, as it deems appropriate subject to market conditions. Note that during facilities updating, and maintenance activities, some Club facilities may be placed out of service and not available to Members.

PERSONALIZED MEMBER SERVICES

As a benefit to Membership, the Club offers Members a range of concierge services. The Membership Office, located in the Rookery Clubhouse, will be available to assist Members with various types of arrangements such as spa services, dining, Resort activities and local attraction information.

The concierge service in the Membership Office is further expanded to include Member specific amenities such as arranging for Regional Reciprocal visits, Member's travel arrangements, and all Member related activities. Concierge service is included with Membership, however the cost associated with the services requested will be charged to the Member.

PREFERRED PRICING FOR MEMBERS

Members receive preferred pricing of 20% discount for all food and beverages purchased at the Rookery, Hammock Bay, and the Resort, from facilities operated by the Club (except at banquets, special events or catered parties). This discount also applies to spa treatments and selected items, including non-sale pro shop merchandise. Members are not required to pay a Spa access fee; however, the Spa will offer special pricing for Members' guests and Extended Family Members for which there will be a use fee.

This preferred pricing does not extend to vendor concessionaires or licensees; neither does the preferred pricing discount extend to other Marriott properties. As our Club benefits are a privilege of Membership, the preferred pricing discount does not extend to any persons other than actual Members (such as Extended Family Members or guests) without the express written permission of the Membership Director.

The Resort also offers a special "Members' rate" for hotel rooms at the Resort, based on availability. Details are readily available from the Membership Office.

OWNERSHIP AND OPERATION OF CLUB FACILITIES

Massachusetts Mutual Life Insurance Company, doing business as The Members Club at Marco, directly and indirectly through related affiliates (the "Club Owner"), owns the Rookery, Hammock Bay and Resort facilities. The Club Owner has contracted with Marriott International, Inc. (or its affiliate) (the "Club General Manager") to operate and manage the Rookery, Hammock Bay and Resort facilities. Where this Membership Plan refers to the Club taking action or having certain rights, the Club Owner or its designees shall take such actions and have such rights. The Club Owner may change the Club General Manager from time to time in its discretion. The Club General Manager shall designate, and may change from time to time in its discretion, a Club Director, and shall identify the Club Director's duties, in addition to those duties set forth in the Membership Plan.

MEMBERSHIP CATEGORIES AND PRIVILEGES

CATEGORIES OF MEMBERSHIP

The Club Membership encompasses a limited number of Memberships offered in the Club's discretion in the following categories: Golf Memberships, Golf Waiting Membership and Social Memberships.

The Club may offer certain other Memberships and use privileges as described in the "Other Memberships and Use Privileges" provision in this Membership Plan.

The Club may also add other Membership categories or terminate or suspend offering existing Membership categories from time to time based on market changes and Facilities utilization patterns.

GOLF MEMBERSHIP

Each person who acquires a Golf Membership (a "Golf Member") and pays Golf Member dues is entitled to use all the Rookery, Hammock Bay and Resort Facilities, subject to availability and applicable fees. Golf Members will not be required to pay greens fees or court fees for use of the golf and tennis facilities but will be required to pay golf cart fees (per person).

Golf Membership in the Club is offered with a refundable Membership Initiation Fees which is further described in the Membership Plan.

GOLF WAITING MEMBERSHIP

Each person who acquires a Golf Waiting Membership and pays the non-refundable fee is entitled to use the Rookery, Hammock Bay and Resort Facilities, all subject to seasonality, availability and applicable fees as determined by the Club from time to time. At such time as the Club determines that a Golf Membership is available for acquisition by a Golf Waiting Member, the Golf Waiting Member must elect to convert the Golf Waiting Membership into a Golf Membership or the Club will terminate the Golf Waiting Member's Golf Waiting Membership, at which time the Golf Waiting Membership will be automatically resigned and all Club membership privileges will terminate.

Golf Waiting Membership Members will initially be offered to the people on the Golf Waitlist that agree to obtain a Golf Waiting Membership, and thereafter, to those persons invited by the Club. Golf Waiting Membership Members that elect to convert to a Golf Membership when available, will receive a 10% discount off of the Golf Membership Initiation Fee at the time of conversion of the Golf Waiting Membership to a Golf Membership.

SOCIAL MEMBERSHIP

Each person who acquires a Social Membership (a "Social Member") and pays Social Dues will be entitled to use the Rookery, Hammock Bay and Resort Facilities, except any course designated as "Private" from time to time, subject to availability and applicable fees. Golf Members have priority on use of the golf facilities as set forth in the Club Rules from time to time. Social Members will not be required to pay court fees for use of the tennis facilities but will have to pay Member greens fees and cart fees (per person).

ADDITIONAL MEMBERSHIP CATEGORIES AND PRIVILEGES

INVITATIONAL GOLF MEMBERSHIPS

To introduce the Club to prospective Members, the Club may, in its sole and absolute discretion, offer Golf Memberships ("Invitational Golf Memberships") on a recallable basis to such Members ("Invitational Golf Members"). Invitational Golf Members will be entitled to use the Rookery, Hammock Bay and Resort Facilities on such terms and conditions as determined by the Club from time to time. The total number of Invitational Golf Memberships permitted to be issued will be limited to the difference between the maximum number of Golf Memberships that can be issued and the number of outstanding Golf Memberships at the beginning of the November 1 to April 30 season. Invitational Golf Memberships may be recalled at the end of the applicable

winter season and the Golf Membership cap may be temporarily exceeded during the winter season as new Golf Memberships are sold.

COMPANY MEMBERSHIPS

The Club may issue up to 10 Company Memberships in the Club to such persons as the Club determines appropriate from time to time. These Company Memberships will be available on such terms and conditions and afford such privileges as the Club determines appropriate and will not count toward any Membership limit.

HONORARY MEMBERSHIPS

The Club may issue up to 20 Honorary Memberships in the Club to such persons as the Club determines appropriate from time to time. These Honorary Memberships will be in addition to all other Memberships and will be available on such terms and conditions and afford such privileges as the Club determines. Honorary Memberships do not count towards any Membership cap or limit.

OCTOGENARIAN MEMBERSHIPS

(Voluntary Status Change from Refundable to Non-refundable Membership)

ELIGIBILITY INCLUDES:

- Exclusively available to Members with existing Refundable Golf or Social Memberships.
- Octogenarian has been a Member for a minimum of 3 years.
- Octogenarian has already celebrated his/her 80th birthday.
- Initiation fee of said Membership must be paid in full before the status change request.
- Written request for an initiation fee refund must be given to the Membership Director.
- Future Dues are paid, continuously, on a quarterly basis from the time of the transfer. Once a quarter has been paid, Dues are nonrefundable.
- Privileges cease upon the refund of Initiation fee monies to the resigned Member.

When an existing Member of the Club reaches the age of 80, and the above criteria are met, their initiation Fee will be returned to them, according to the resignation/refund schedule set forth in the Voluntary Termination of Club Membership with Refundable Membership Initiation Fee section of this Plan. They will retain their Membership, with no degradation of privileges, until such time that the Member notifies the Club that they wish to terminate their Membership and said Member returns all their credentials to the Club Membership Office.

This Membership status is also addressed in the Waitlist section of the Membership Plan.

NON-MEMBER PLAY

The Club will permit golf play and use of designated Club Facilities by non-Members (“non-Members”) on such terms and conditions as the Club determines appropriate from time to time. The Club may reserve tee times and tennis court times for non-Members. Non-Member use does not count towards any Membership cap or limit.

PROMOTIONAL USE AND TOURNAMENT OR GROUP PLAY

The Club will have the right to designate other persons who will not count toward Membership limits, including, without limitation, officers, directors, partners, shareholders, employees and designees of the Club Owner and their guests to use the Club Facilities upon such terms and conditions as may be determined from time to time by the Club. The Club will also have the right to permit prospective Members to use the Club Facilities on such terms and conditions as may be determined from time to time by the Club. The Club reserves the right, in its sole and absolute discretion, to restrict or to otherwise reserve in advance, any of the Club Facilities for tournament or group play, group outings, functions and other special events from time to time.

RESORT GUESTS

The Club will have the right to permit guests staying at the Resort to use the Club Facilities for the guest’s length of stay at the Resort, on such terms and conditions as the Club determines from time to time. The Club may reserve tee times for Resort guests, and reserve Club Facilities for Resort guest tournaments, group play, functions and other special events. Resort guest use does not count towards any Membership cap or limit.

RECIPROCAL USE RIGHTS

The Club will have the right to enter into reciprocal arrangements with “Marriott Family” properties that have Membership programs similar to the Club’s (“Regional Arrangements”). Under these regional arrangements, reciprocating club members may utilize the Club facilities as provided by the Club Owners, including reserving tee times. Like access to those clubs within the Regional Arrangement program may be granted to our Members. The Club may also enter into local reciprocal membership arrangements with other local Naples/Marco area clubs, which will afford their members use of the Club facilities. These agreements may be revised or discontinued by the Club. Reciprocating club member use does not count towards any Membership cap or limit.

RULES AND POLICIES

In order to enhance the recreational and social pleasure of Members and their guests, the Club reserves the right to establish and modify from time to time, without notice, rules, regulations, policies, procedures, guidelines, or systems governing access, use or reservation of the Club

Facilities and deportment of members and guests (the "Rules"). Members, and each spouse, partner, Immediate Family Member, Extended Family Member, other Family Member, Designated Member, Lessee, and guest shall comply with and be governed by the Rules at alltimes.

UPGRADE OF MEMBERSHIP

Members may upgrade to a higher category of Membership if the higher category of Membership is then available and not reserved. To upgrade, the Member shall pay to the Club the difference between the Membership Initiation Fee then charged for the higher category of Membership and the Membership Initiation Fee previously paid by the Member for the lower category of Membership. Because of the limited number of Memberships in each category a Member may not be able to upgrade to a higher category of Membership.

DOWNGRADE OF MEMBERSHIP

Downgrades of Membership will not be permitted except in cases of hardship as verified in official documents and approved by the Club. Because of the limited number of Memberships in each category a Member may not be able to downgrade their category of Membership.

CONVERSION OF MEMBERSHIP FROM NON-REFUNDABLE TO REFUNDABLE

In the case of memberships that have been converted from non-refundable to refundable, the non-refundable portion paid before conversion shall not be refundable. In addition, the refundable amount of all conversions between January 1, 2018 and April 1, 2022 shall fall under the Membership Document Plan effective until March 31, 2021. All conversions before January 1, 2018 shall fall under the Membership Document Plan effective until December 31, 2017.

LIMIT ON NUMBER OF MEMBERSHIPS

Based on usage of the Club Facilities by Members, spouses, partners, Immediate Family Members, Extended Family Members, other Family Members, Designated Members, Lessees, Guests, Resort guests and non-members, the Club places limits on Golf, Golf Waiting and Social Memberships. The initial numbers of Memberships permitted in each category are as follows:

Membership Category	Number of Memberships
Golf Membership	450
Golf Waiting Membership	no current limit
Social Membership	150

The Club may, in its sole and absolute discretion, further adjust the number of Memberships available in any category of Membership as the Club determines appropriate from time to time based on patterns of usage and market conditions.

OFFERING OF MEMBERSHIPS

Membership opportunities will be made available to such persons as the Club determines appropriate from time to time in its sole and absolute discretion.

RESERVED MEMBERSHIPS

All unissued Memberships will be reserved by the Club and will not be available Memberships in the Club. The Club may not be compelled to sell a reserved Membership. The Club may issue a reserved Membership to any person which the Club, in its sole and absolute discretion, determines appropriate from time to time.

THE WAITING LIST

WAITING LIST TO JOIN WHEN CLUB IS AT MAXIMUM CAPACITY IN ANY MEMBERSHIP CATEGORY

The Club may establish and terminate at any time without notice a waiting list for one or more Membership categories, generally in accordance with the following order of priorities, when one or more categories of Membership is at capacity. Procedures for waitlist requests will be set by the Membership Director from time to time. The Club retains the right, at its discretion, to modify any given priority or position of a person on the waiting list or to shorten and remove persons from the waiting list or eliminate a waiting list at its sole discretion:

- First, to property owners of certain residential communities designated by the Club, such as Hammock Bay or Fiddler's Creek communities. The Club reserves the right to change from time to time the residential communities designated for priority.
- Second, to Invitational Golf Members of the Club who desire to upgrade to a full Golf Membership.
- Third, to Social Members who desire to upgrade to a Golf Membership.
- Fourth, to all other persons who desire a Membership in the Club.

Placement of a person on a waiting list to join the Club does not grant such person any right or privilege to use the Club facilities, any right to be offered membership in the Club, any right to stay on the waiting list, or any right to assert priority over other persons to whom the Club may determine to offer memberships.

BY-PASSING THE WAITLIST

Please refer to 'TRANSFER UPON SALE OF RESIDENCE OR HOME SITE'. This provision allows the purchaser of a Member's residence or homesite the ability to gain immediate access to full Membership by, in effect, stepping into an active Member's place (Member simultaneously resigns) (same category of Membership), without being placed on a waitlist.

FAMILY AND GUEST PRIVILEGES

IMMEDIATE FAMILY PRIVILEGES

A Member's immediate family will be entitled to use the Club Facilities and the Resort Facilities on the same basis as the Member subject to this Membership Plan and the Rules. A Member's immediate family will include the Member's spouse or partner, living in the same household, and their unmarried children who have not reached their 25th birthday, who are living at home, attending school on a full-time basis, or actively serving in the military ("Immediate Family" or "Immediate Family Member"). Immediate Family Members will be required to carry their own photo identification card issued by The Club. Membership cards shall not be issued to children under the age of 12 nor over the age of 24. Issued cards must be returned to the Membership office when the child reaches their 25th birthday. Proof of age is required for issuance of Membership Privileges for both Members and Immediate Family Members.

PRIVILEGES FOR INDIVIDUAL LIVING WITH MEMBER

A Member who is living together with another individual in the same household (whether a spouse, partner or other person) may designate the other individual (the "Designated Member"), on a Membership-year basis, to use the Club Facilities and the Resort Facilities. The Member may revoke this privilege with written notice to the Club. The total number of adults who may have Membership privileges under a Membership is limited to 2 adults (and children who have not reached their 25th birthday) per Membership. The Member and the Designated Member shall be individually and jointly responsible for the payment of all charges and fees incurred by the designated user and will share a Membership number. Changes to the Designated Member during a Membership year will require a Designated Member fee as set forth in the Schedule of Dues, Fees and Charges from time to time, paid at the time of re-designation, and each subsequent re-designation (should the Member revoke and then designate another Designated Member under the above provisions). The Club reserves the right to establish and adjust such fees and other rules it deems appropriate in its sole and absolute discretion.

EXTENDED FAMILY PRIVILEGES

A Member's extended family ("Extended Family" or "Extended Family Members") will be permitted to use the Club Facilities and the Resort Facilities in accordance with the Member's category of Membership and upon payment of any associated fees. The Extended Family shall include the

parents, children (25 years and older), grandparents, grandchildren and great-grandchildren of the Member and the spouse/partner of such family members. Extended Family specifically does not include siblings, other relatives, friends, former spouses, or former partners of a Member. The Club may modify or terminate this privilege and establish such Extended Family Privileges respect thereto as it may determine from time to time.

When availability allows, the Membership Director's office may issue an Extended Family Guest Pass for a Member's Extended Family. All Extended Family must have such guest pass and have it in their possession while accessing, unaccompanied or accompanied by the Member at Non-Golf Facilities. Charging privileges to the Members Club account may be granted to an Extended Family member at the Member's discretion and must be given, in writing, to the Membership Office. Members are responsible for payment of all charges and fees incurred by their Extended Family if charging privileges are granted. Extended Family Guest passes will not be valid for a period of more than 10 days, unless the Membership Director deems otherwise.

A Member will also be entitled to designate an Extended Family Member ("Designated Member") as the beneficial user of the Member's Membership by submitting an Extended Family Member beneficial use application to the Club together with the membership designation fee set forth. All designation applications shall be subject to approval by the Club in its sole discretion. Designation applications will not be considered by the Club unless the Member is in good standing with the Club. An Extended Family Member who is designated as the beneficial user of the Member's Membership shall be entitled to the same rights and privileges and shall be subject to the same responsibilities as the Member. During the period when an Extended Family Member is designated as the beneficial user of the Member's Membership, the Member will continue to pay Club Dues, Fees and Charges, but shall not be entitled to use the Club Facilities as a member. The Member and the Designated Member shall be individually and jointly responsible for the payment of all fees and other charges incurred by the Designated Member and will share one Membership number. The Member shall be responsible for the Designated Member's deportment at the Club. The Member may terminate a designation at any time by submitting a designation termination notice to the Club, and may submit other Extended Family Member designation applications, provided only one Designated Member designation may be in force at any given time. Each occurrence of a change from one Designated Member to another requires compliance with a transfer fee. In the event the Member's Membership privileges are suspended or terminated, the membership privileges of the Extended Family Member shall likewise be suspended or terminated.

LESSEE PRIVILEGES

A Member who leases his or her home will be entitled to designate the lessee of the home (the "Lessee") as the beneficial users of a Member's Membership for the duration of the lease by submitting a Lessee designee application and copy of the executed lease to the Club together with the member designation fee set forth on the Schedule of Dues, Fees and Charges as determined by the Club from time to time. All Lessee designation applications shall be subject to approval by

the Club in its sole discretion. Lessee designation applications will not be considered by the Club unless the Member is in good standing with the Club. A Lessee who is designated as the beneficial user of the Member's Membership shall be entitled to the same rights and privileges and shall be subject to the same responsibilities as the Member. During the period when a Lessee is designated as the beneficial user of a Member's Membership, the Member will continue to pay Club Dues, Fees and Charges, but shall not be entitled to use the Club Facilities as a member. The Member and the designated Lessee shall be individually and jointly responsible for the payment of all fees and other charges incurred by the designated Lessee. The Member shall be responsible for the Lessee's department at the Club. A Member may apply for a Lessee designation a maximum of 3 times per Club year. In the event the Member's Membership privileges are suspended or terminated, the membership privileges of the designated Lessee shall be likewise suspended or terminated. Each Lessee designation shall be subject to the then current lessee designation fee. Lessee designations are valid for a maximum of 1 year.

GUEST PRIVILEGES

When availability allows, the Membership Director's office may issue a Guest Pass for accompanied guests of Members. Every guest must have a Guest Pass, and such Guest Pass must be in the possession of the accessing guest while, accompanied by the Member at the Club. Guests will not be granted charging privileges to the Member's Account. Guest passes will not be valid for a period of more than 10 days.

Members may have their guests enjoy the Club Facilities and the Resort Facilities in accordance with the Member's category of Membership, and the Rules, and the Schedule of Dues, Fees and Charges. The Club may limit the number of guests and the number of times a particular guest may use the Club Facilities and the Resort Facilities as the guest of a Member during each Membership year. The Member will be responsible for the payment of charges incurred, but not paid by his or her guests, including any applicable daily guest fees established by the Club from time to time. Members will also be responsible for the department of their guests. The Club will have the right to allow unaccompanied guests to play golf on the Resort course only, upon the payment of an unaccompanied guest fee. Tee times for unaccompanied guests of the Club are limited and will be restricted as determined by the Club from time to time. Except for use of the Resort course referenced above, Members must accompany their guests while using the Resort Facilities, when such facilities are deemed available. Guest procedure is addressed in the Rules and may be readdressed as the Club finds necessary for the enjoyment of all Members.

MEMBERSHIP INITIATION FEE

MEMBERSHIP INITIATION FEE REQUIRED

Each person who desires to acquire a Membership will be required to pay a Membership Initiation Fee determined by the Club from time to time. Membership Initiation Fees are not transferable,

except as specifically provided in this Membership Plan, and are refundable only in accordance with this Membership Plan, the Rules and the Membership Application.

TAX CONSEQUENCES OF ACQUIRING MEMBERSHIP

The Club makes no representations and expresses no opinions regarding the federal, state or local income tax consequences of acquiring, transferring or resigning a Membership or with respect to any Membership Initiation Fees, Member Dues, Fees and Charges paid to the Club. All persons acquire their Membership subject to all applicable tax laws, as the same may be amended from time to time. Accordingly, Members should consult with their own tax advisors with respect to the tax consequences of any Membership Initiation Fees and/or refunds of such.

RESIGNATION OF MEMBERSHIP

VOLUNTARY RESIGNATION OF A MEMBER WITH A REFUNDABLE MEMBERSHIP INITIATION FEE

The Club will accept, in writing, the voluntary resignation of a Member who joined the Club and paid a refundable Initiation Fee. Resignation by such Member is irrevocable, unless otherwise determined by the Club. A Member may not privately or individually transfer or sell his or her Membership to any person or entity. A Member may submit his/her resignation before all Memberships in the Member's membership category are sold.

TRANSFERS, RE-ISSUANCE OR REIMBURSEMENT OF MEMBERSHIP SHALL BE MADE ONLY THROUGH AND BY THE CLUB. PLEASE CONTACT THE MEMBERSHIP DIRECTOR FOR ADDITIONAL INFORMATION.

A resigned Membership associated with a refundable Initiation Fee may be placed on a waiting list of resigned Memberships in the category of the resigned Membership, if there is not an immediate replacement waiting to join the Club. Resigned Memberships will be refunded on a first-resigned, first-refunded basis as described in the Resignation Table.

See page 19 for Replacement [transfers] resulting from Sale of Real Estate.

CLUB'S CRITERIA FOR REFUND OF MEMBERSHIP INITIATION FEE

Members who acquired a refundable Membership prior to January 1, 2018, will receive a refund of 100% of the initiation fee received by the Club. Members who acquired a refundable Membership after January 1, 2018, but prior to January 1, 2021 will receive a refund of 80% of the initiation fee received by the Club. Members who acquired a refundable Membership after January 1, 2021, will receive a refund of \$56,000 of the initiation fee received by the Club. This amount shall be without interest, and without consideration of

including or refunding any discounts, credits, vouchers or waivers of all or any portion of the Membership Initiation Fee that may have been afforded the Member by the Club. Actual refunds are generally delivered to the resigned Member within 60 days of qualifying.

If the Club does not have its full complement of active Members in the resigning Member's Membership category, a Member who resigns his or her Membership will have his or her Membership Initiation Fee refunded according to the Resignation Replacement Table.

RESIGNATION REPLACEMENT TABLE

GOLF MEMBERSHIP

≤ 375 Golf Members: 4:1 ratio [i.e., at every 4th new Member, one Member from the resigned list is refunded.]

376 - 424 Golf Members: 3:1 refund ratio

425 - then current cap: 2:1 refund ratio

> then current cap: 1:1 refund ratio [i.e., for every new Member, one Member from the resigned list is refunded]

SOCIAL MEMBERSHIP

≤ to 24 Social Members 4:1 refund ratio

25 - 59 Social Members 3:1 refund ratio

60 - then current cap 2:1 refund ratio

> then current cap 1:1 refund ratio

RESIGNATION WAITLIST

PAYMENT OF DUES, FEES AND CHARGES BY MEMBER ON THE RESIGNED WAITING LIST WITH A REFUNDABLE MEMBERSHIP INITIATION FEE.

REQUIRED PAYMENTS

A resigned Member shall pay dues ("Dues"), fees ("Fees") and other charges ("Charges") associated with the resigned Membership until the earlier of: (i) the issuance of the applicable new Membership by the Club per the Resignation Table, or (ii) 12 months after the written notice of resignation is received by the Club (the "Cutoff Date"). Dues, Fees and Charges shall be prorated

to the Cutoff Date. A resigned Member shall be permitted to use the Rookery, Hammock Bay and Resort Facilities up to the Cutoff Date, provided the Member is current on the required payment of Dues, Fees and Charges. As of the Cutoff Date, any Member outstanding credits or vouchers shall be deemed terminated without recompense to the Member.

Once the Cutoff Date has been established, and Dues are no longer paid, the resigned Member shall no longer retain any privileges associated with Membership during the time he/she awaits the actual refund of a refundable initiation fee.

If there are any past due amounts for Dues, Fees and Charges owing to the Club by a resigned Member, the Club reserves the right to move the resigned Membership to the bottom of the reissuance waiting list until such amounts have been paid in full.

Regardless of the Cutoff Date, the resigned Member with a refundable Initiation Fee Membership will continue to be responsible for the payment of Dues until all Club cards, stickers and other Club property are returned to the Membership Office.

OCTOGENARIANS ON THE RESIGNATION WAITLIST

A Member who has been a Member in his/her category for at least 3 years, is on the resignation refund waitlist, is at least the age of 80 years and has fulfilled the obligation to pay up to 12 months of Dues, Fees and Charges during the time the Club takes steps to issue a new Membership pursuant to the Resignation Table, may continue to enjoy privileges in continuous 3-month intervals until the refund is issued. This Member must continue to pay Dues, Fees and Charges during each such continuous 3-month interval. Extension of such privileges after the up to 12-month mandatory Dues, requires that a 3-month commitment to pay Dues, Fees and Charges is tendered in writing by the resigned Member at least 45 days prior to the subsequent 3-month period.

This extended enjoyment of privileges and payment of Dues, Fees and Charges must be continuous and not interrupted for any reason whatsoever during the time between the resignation and refund of Initiation Fee monies, otherwise privileges cease immediately. In addition, privileges cease upon the refund of Initiation Fee monies to the resigned Member.

Said octogenarian resigned Member shall not relinquish his/her place on the resigned waiting list by electing the extended privileges. If such Member fails to renew any 3-month extension, the opportunity for future extension ceases.

DEDUCTION OF AMOUNTS OWED TO CLUB

The Club will deduct from any refundable Initiation Fee amount due a resigned Member any amount which the Member owes the Club, including any balance payable on a promissory note to

the Club. However, if a Member has a balance due on a promissory note after crediting such balance due against the amounts to be refunded by the Club, then the Member shall remain liable to the Club for such remaining balance due on the promissory note, and the Club retains the right to take collection actions against the resigned Member for payment of such remaining balance due.

TRANSFERS AND REPLACEMENTS

TRANSFERS, RE-ISSUANCE OR REIMBURSEMENT OF MEMBERSHIP SHALL BE MADE ONLY THROUGH AND BY THE CLUB. PLEASE CONTACT THE MEMBERSHIP DIRECTOR FOR ADDITIONAL INFORMATION AND DOCUMENTS.

TERMINATION OF A MEMBERSHIP REFUNDABLE MEMBERSHIP INITIATION FEE

TRANSFER [REPLACEMENT] UPON SALE OF COLLIER COUNTY, FLORIDA RESIDENCE OR HOME SITE

A Member in good standing, with a Refundable Membership, may offer an acquirer of his/her residence or home site in Collier County the opportunity to acquire a new Club Membership in the same category as the Member. The acquirer must apply to the Club and must be approved for membership by the Club in its sole and absolute discretion. If approved for Membership, upon payment of the Initiation Fee by the acquirer, the former Member shall receive a refund for the resigned Membership without the need to place the Membership on the Resigned Member Waitlist.

The Club will reissue a like category Membership to the acquirer regardless of whether all of the Memberships in that category have been issued, regardless of whether there are any resigned Memberships on the waitlist or a waitlist for Membership exists.

The acquirer is afforded the opportunity of immediate Membership without having to enter the Waitlist for the applicable Membership if there is a Waitlist.

Upon approval by the Club of the Membership Application, the acquirer will be required to pay the then current refundable Initiation Fee, an administrative transaction fee, and agree to abide by the terms of the Membership Plan then in effect, as amended from time to time. The acquirer must submit the Membership Application, and, if approved by the Club, acquire the Membership within 30 days of the Real Estate closing or the right to acquire a Club Membership under this provision expires.

DISPOSITION OF MEMBERSHIP UPON DEATH OF A MEMBER-REFUNDABLE INITIATION FEE

In the event of the death of a Member, the surviving spouse or partner (indicated on the application for Membership or subsequent designation accepted by the Club) of such Member (or the executor of the estate of such Member if such Member has no surviving spouse/partner) shall elect in writing, which must be received by the Club within 60 days of the occurrence of the death, one of 3 options for transfers or refund of Membership as set forth below. Dues shall accrue as customary until the Club shall have received such written elections. If the Club shall not have received such written election within such 60-day period, then Option A below shall be automatically deemed elected.

Option A: Survivor to remain in the Club.

The Membership will be transferred to the Member's surviving spouse/partner without the payment of any additional Membership Initiation Fee. If there is no surviving spouse or partner, the Membership will be deemed to have been resigned by the Member on the same basis as any other resigned Membership. There are no Club administrative fees associated with Option A.

Option B: Terminate the Membership in the Club in its entirety.

The surviving spouse/partner or the estate of such deceased Member, if there is no surviving spouse/partner shall terminate the Membership and receive a refund of all refundable Membership Initiation Fees received by the Club prior to the date of termination of the Membership, less any outstanding debts owed on the deceased Member's account. Such refund shall be made within 90 days of receipt of written election to terminate the Membership or notice of death from the executor of the estate. As of the date that the written termination election or death notice is received by the Club, future Dues and privileges at the Club shall be terminated. There are no administrative fees associated with Option B.

Option C: The Membership may be acquired by an heir.

Option C is available provided the Refundable Membership Initiation Fee has been paid in full, otherwise only Option A and Option B are available. If Option C is elected, the Membership, including the fulfillment of Dues, Fees and Charges, and all Rules and Regulations, may be transferred to a son, grandson, daughter or granddaughter provided the Club receives, within such 60-day period, written direction to make such transfer from the executor of the estate and the transferee, accompanied by the death certificate. The Membership shall be considered a new membership in terms of timing such as, but not limited to, the 30-year refund of deposit benefit and the over 80 years return of initiation fee benefit.

Specific stipulation of the transferee heir should be made known to the Club at the time of joining the Club or in the Member's will. The transferee shall pay the difference between the initiation fee the original Member paid and the then current initiation fee. If this option C is selected, there shall be an administrative fee associated with the transaction, and the estate shall release and indemnify the Club from any challenges, actions, demands, damages, costs arising from or related to a challenge to the election by another heir or devisee of the deceased Member.

TERMINATION OF A NON-REFUNDABLE MEMBERSHIP

NON-REFUNDABLE MEMBERSHIP

(Non-Refundable Memberships are no longer available for issuance.)

NO REFUND OF INITIATION FEE

A Member with a non-refundable Membership may resign at any time by providing written notice to the Club. One hundred percent of the Membership Initiation Fee paid or owed for any category of Membership with a non-refundable Initiation Fee is non-refundable. There shall be no circumstances under which the non-refundable Initiation Fee shall be returned to the Member in part or whole, or under which any payment is made to the Member by the Club upon resignation of a Membership or issuance of a new Membership.

TRANSFERABILITY OF MEMBERSHIPS

Non-refundable Memberships are not transferable at any time, except in the case of death. A non-refundable Member may not transfer or sell its Membership to any person or entity.

DISPOSITION OF MEMBERSHIP UPON DEATH OF A MEMBER: NON-REFUNDABLE INITIATION FEE

Upon the death of a Member with a non-refundable Golf or Social Membership, the Membership may be transferred to the Member's surviving spouse or partner without the payment of any additional Membership Initiation Fee.

If there is no surviving spouse or partner, or the surviving spouse or partner does not desire to continue the Membership as evidenced by written notice to the Club, the Membership shall be deemed to have been resigned, without obligations of Dues, and without any refund or reimbursement of any kind from the Club as of the date on the Death Certificate or written notice, as applicable. In this case, no reimbursement or payment by the Club of any kind would be forthcoming to the estate of the deceased Member.

Non-refundable Memberships do not have the benefit of transfer ability to a son or daughter or grandchild.

TRANSFER UPON SALE OF RESIDENCE OR HOMESITE

This is not a feature of a non-refundable Membership.

PRORATION AND REFUNDABILITY OF DUES, FEES AND CHARGES

If a non-refundable Membership is resigned during a Membership year, which is January 1st through December 31st, the resigned Member shall not receive a refund of a pro-rated portion of any Dues, Fees and Charges paid in advance for which services have been or are yet to be rendered.

Prepaid Dues, Fees, credits, vouchers or other Charges payable hereunder shall not be refunded or reimbursed to a resigned Member for any reason whatsoever.

DUES WILL CONTINUE

The resigned Member shall not be responsible for payment of additional Dues after the effective date of resignation, provided that regardless of the effective date of resignation, the resigned Member will continue to be responsible for the payment of additional Dues, Fees and Charges until all Club cards, stickers and other Club property is returned to the Membership Office.

AMOUNTS OWED TO CLUB

Members with non-refundable Initiation fees in any category of Membership that resign from the Club remain responsible for all amounts due to the Club, regardless of the reason for or timing of the resignation.

LEGAL SEPARATION OR DIVORCE TRANSFER OF MEMBERSHIP: REFUNDABLE AND NON-REFUNDABLE

In the event of the divorce or separation of a married Member, the Membership, including all of its rights and benefits, will vest in the spouse awarded the Membership by an agreement of separation or a decree of divorce. Until the award of the Membership and written notice thereof is provided to the Club, both spouses will be jointly and severally liable for all Dues, Fees and Charges, and both may continue to enjoy Membership privileges so long as such amounts are timely paid. The Club reserves the right, in its sole and absolute discretion, not to transfer the Membership to either spouse, if the Club, in its sole and absolute discretion, is unable to determine the person who is lawfully entitled to receive the Membership. In the case of divorce, if the Club has been unable to determine which spouse is legally entitled to the Membership within 6 months after the date of the divorce decree, the Membership shall automatically be deemed resigned and shall fall under the Termination stipulation of either Refundable or Non-Refundable Membership; whichever is applicable.

REPURCHASE OF MEMBERSHIPS BY THE CLUB

The Club is not obligated to repurchase a Membership, in any category, under any circumstances, including resigned Memberships on the resigned Membership list, other than the circumstances specifically described in this Membership Plan. The Club may, in its sole and absolute discretion, repurchase a resigned Membership which is not being transferred to the subsequent purchaser of the resigning Member's residence in Collier County, on terms agreed to by the Club and the Member. Any Membership so purchased shall be added to the Club's reserved Memberships. The Club may, however, at any time, and without the agreement or consent of the Member, reacquire any Membership, whether resigned or active, at the Club's discretion, by providing written notice to the Member of termination of the Membership and tendering a refund of the Initiation fee paid

by the Member, except as otherwise provided under "Discipline". Upon repayment of the initiation fee (or other trigger as provided under "Discipline"), the Member's rights as a Member terminate.

GENERAL FINANCIAL POLICIES DUES, FEES AND CHARGES AND PAYMENTS

Members shall pay annual Membership Dues, Fees and other Charges as determined by the Club each year, plus applicable taxes. Dues, Fees and Charges shall be payable on the dates as determined by the Club from time to time. The current Dues, Fees and Charges for use of the Club Facilities and the Resort Facilities are indicated on the Schedule of Dues, Fees and Charges. The Dues, Fees and Charges are subject to change from time to time by the Club, except that once annual Dues have been invoiced to a Member, the amount of the Dues for that year payable by the Member may not be increased.

Members joining during the calendar year will commence the monthly payment of Dues as of their join date through the end of the Club year. Dues will be prorated for the month of joining. The Club will not be obligated to prorate or credit Dues for service interruptions due to scheduled renovations, repairs, construction or natural disasters.

Every Member is required to submit a valid credit card or debit card to the Membership Office for applicable payment of Dues, Fees and Charges, and to update such cards. Failure to do so may result in suspension of Membership privileges.

Every Member will be provided a "house account". A Member's house account may be used throughout the Resort for charging dining, recreation, retail and other charges. Each Member authorizes the Club to settle the house account charges accrued during the month to the Member credit card on file.

NO OPERATING DEFICIT OR CAPITAL ASSESSMENTS AGAINST MEMBERS

Members will pay Membership Dues, Fees and Charges established from time to time. Except for Club Initiation Fees, annual Dues, Fees and Charges identified in this Membership Plan, Members will not be subject to any liability for operating deficits or capital assessments for the costs and expenses of ownership or operation of the Club. The Club will pay all operating deficits incurred in the operation of the Club and will retain all operating revenues resulting from operation of the Club. Annual increases in Dues, Fees and Charges shall not be deemed payment of operating deficits or an assessment for purposes of this provision. Dues may only be increased once a year, effective as of the beginning of a Club year. The Club's utilization of Dues, Fees and Charges operating revenues for capital replacements and improvements shall not be deemed an assessment for purposes of this provision.

Club Owner shall have no duty to account to the Members for any Club Initiation Fees, Member Dues, Fees or Charges, or other revenues or collections of the Club which shall be the sole property of Club Owner. Members have no right to review or audit the Club's books and records.

MEMBERSHIP YEAR

The Club's Membership year will constitute the 12-month period commencing January 1 and ending December 31, as its fiscal year, unless otherwise established by the Club from time to time.

ACKNOWLEDGMENTS OF MEMBERSHIP RIGHTS AND PRIVILEGES

MEMBERS' ACKNOWLEDGEMENTS

Membership in the Club permits the Member to use the Club Facilities and the Resort Facilities in accordance with the Membership Documents. Membership in the Club is not an investment in the Company, the Club Facilities or the Resort Facilities, is not a property right, and does not give a Member a vested or prescriptive right or easement to use the Club Facilities or the Resort Facilities. Membership in the Club does not provide a Member with equity or ownership interest or any other property interest in the Club Owner, the Club Manager, the Club Facilities or the Resort Facilities. A Member only acquires a revocable license to use the Club Facilities and the Resort Facilities in accordance with the terms and conditions of the Membership Plan, the Club Rules, and the Club Schedule of Dues, Fees and Charges, as each of the same may be amended from time to time, and the Membership Application. All rights and privileges of Members under the Membership Documents are subordinate to the lien of any mortgage encumbering the Club Facilities or the Resort Facilities from time to time. In the event of a conflict among the terms of the Club Membership Documents, the Membership Plan shall have first priority, the Club Rules shall have second priority, the Club Schedule of Dues, Fees and Charges shall have third priority and the Membership Application shall have fourth priority.

The Club Owner reserves the right, in its sole and absolute discretion, to terminate or modify this Membership Plan, Club Rules, and Club Schedule of Dues, Fees and Charges, to reserve Memberships, to sell, lease or otherwise dispose of the Club Facilities and/or the Resort Facilities in any manner whatsoever and to any person whomsoever, to add, issue, modify or terminate any individual, type, category or class of Membership, to discontinue operation of any or all of the Club Facilities or the Resort Facilities, to convert the Club into a Member-owned club, and to make any other changes in the terms and conditions of Membership or in the Club Facilities or the Resort Facilities available for use by Members. Notwithstanding anything to the contrary, the Club may not change an existing Member's right to a refund of his or her refundable Initiation Fee.

In the event of termination of the Membership Plan, termination of a Member's Membership or the discontinuance of operation of all or substantially all the Club Facilities, the Club will refund the

Membership Initiation Fee previously paid to the affected Members within 45 days, without interest (except as provided under "Discipline" below).

If the Club Facilities are transferred to a new owner and the new owner assumes liability for the repayment of the appropriate Membership Initiation Fee as provided in the Membership Application, the Member shall look solely to the new owner for repayment of the Membership Initiation Fee and the transferor Club Owner shall be released from all liability for the repayment thereof. In the event of a transfer of the Club Facilities, the Club shall request the transferee to take title subject to the terms and provisions of the then existing Membership Plan or terminate the Membership Plan.

In the event of a transfer of the Resort Facilities and not the Rookery or the Hammock Bay Facilities, if the transferee does not continue Resort privileges for Members, Members will not be entitled to a full or partial refund of their Membership Initiation Fees due to the transfer of the Resort Facilities. Notwithstanding anything herein, neither the Club Owner nor its affiliates shall have any liability whatsoever to the Members, including, without limitation, damages, other than the return of the Member's Membership Initiation Fee, without interest.

NO PLEDGE OF MEMBERSHIPS

A Member may not pledge or hypothecate the Membership except to the extent the lien or security interest is incurred as a condition of financing of the acquisition of the Membership privileges. In the event of a foreclosure of a lien or security interest on a Membership, the Membership shall be deemed to have been voluntarily resigned, subject to the applicable Membership resignation provisions in the Membership Plan.

MEMBERSHIP APPLICATION

APPLICATION PROCEDURE

Each person or entity desiring to become a Member must mail, email or deliver to the Membership Director a fully completed and signed Membership Application, along with payment for the required Membership Initiation Fee and a valid Driver's license or Government issued ID of the person signing the application.

REVIEW OF MEMBERSHIP APPLICATION

The Club is a private club. All applicants desiring a Membership must be approved by the Club. The Club may require an interview with the Membership Director, and/or other designees of the Club. After receiving the Membership Application, the Club will determine, in the Club's sole and absolute discretion, whether the applicant has satisfied the Club's criteria for issuance of a Membership to the applicant. In the event the Membership Application is not acted upon favorably, the applicant will receive a refund of any amount previously paid, without interest. Upon

acceptance of the Membership Application by the Club, and issuance by the Club a Membership to the applicant, the applicant will be deemed a Member of the Club, subject to the terms of the Membership Plan, the Club Rules and the Schedule of Dues, Fees and Charges.

RIGHTS GOVERNED BY MEMBERSHIP PLAN

The Members of the Club agree to be bound by the terms and conditions of this Membership Plan, the Club Rules, and the Club Schedule of Dues, Fees and Charges, each as amended from time to time, and the Membership Application, and irrevocably agree to fully substitute the Membership privileges acquired pursuant to this Membership Document for any present or prior rights in or to use of the Rookery Facilities, Hammock Bay Facilities or the Resort Facilities.

CLUB OPERATIONS

MANAGEMENT AND OPERATION

The Club Facilities and the Resort Facilities are owned by the Club Owner and operated for the Club Owner by the Club General Manager. As a result, the Club Owner, or its designee, is solely responsible for the operation, management, government and administration of the Club, the Rookery Facilities, the Hammock Bay Facilities and Resort Facilities, and the Club Owner, or its designee, will have the exclusive authority to accept Members, set Dues, Fees and Charges, establish rules and regulations, enforce discipline of Members and guests, and control the management and affairs of the Club, the Rookery Facilities, the Hammock Bay Facilities and the Resort Facilities. The Club reserves the right to change the Club General Manager from time to time.

BOARD OF GOVERNORS

The Club may, but is not obligated to, from time to time establish and abolish an advisory Board of Governors comprised of Members whose purpose includes fostering good relations between the Members and management of the Club, providing the Club with input on programs, plans and activities of the Club, and advising on the Club's policies and rules and regulations. The management of the Club may meet with the Board of Governors on a periodic basis to discuss the operation of the Club Facilities. The advisory Board of Governors shall have no duty or power to negotiate or otherwise act on behalf of the Club, its management or the Members of the Club, and shall serve only in an advisory capacity, as requested from time to time by the Club. The advisory Board of Governors shall only meet as directed by the Club, and a representative of the Club shall attend all meetings of the advisory Board of Governors. The Advisory Board of Governors may not call its own meetings. The Club has no duty to accept or implement any recommendations or advise from the advisory Board of Governors and the Club will have the final authority on all matters related to the Club.

GENERAL PROVISIONS

DISCIPLINE

Members, spouses, partners, Immediate Family Members, Extended Family Members, other Family Member, Designated Member, Guest, Resort Guest, Lessee, Invitee, and non-member are responsible for their own conduct. Members are further responsible for the conduct of their spouses, partners, Immediate Family Members, Extended Family Members, other Family Member, Designated Person, Guest, Resort Guest, Lessee, Invitee, and non-member (collectively "Member Parties"). Any Member whose conduct or whose Member Parties' conduct shall be deemed by the Club to be likely to endanger the welfare, safety, harmony or good reputation of the Club or its Members, or is otherwise deemed improper (collectively, "Improper Conduct"), may be reprimanded, fined, suspended or have its Membership terminated by the Club ("Club Discipline"). The Club Owner shall be the sole judge of what constitutes Improper Conduct, but Improper Conduct will include without limitation: (i) failure to meet eligibility for Membership, (ii) submitting false information on the Membership Application and Agreement, (iii) allowing a Membership card to be used by a non-Member, (iv) failure to pay the required Member Dues, Fees and Charges or any outstanding balance on the Member's House Account in a proper and timely manner, (v) failure to abide by the Rules as set forth herein and as established by the Club from time to time, (vi) harassing or abusing other Members, guests, Club personnel, employees or vendors, or (vii) acting in a manner incompatible with the standard of conduct of the existing Membership or in a manner which would likely injure the reputation of the Members, the Club, the Club Owner, or the Club Manager.

Any Member accused of Improper Conduct shall be notified of such proposed action and shall be given an opportunity to be heard by the Club Owner to show cause why he or she should not receive a Club Discipline. If such Member desires to be heard on the Club Discipline, the Club Manager shall set a time and date (not less than ten days thereafter) for such hearing by Club Owner representative(s). Pending such hearing and final determination of Club Discipline by the Club, the Member shall enjoy the privileges of his or her Membership in the Club. Notwithstanding the foregoing, the Club may, without notice and without a hearing, immediately suspend a Member's use privileges and terminate a Member for failure to pay in a proper and timely manner Member Dues, Fees and Charges or any other amounts owed to the Club or if necessary to protect the safety of the Members or Club personnel, for which suspension the Member may request to be heard by the Club, as set forth above.

The Club may enforce the Club Discipline for such time period as the Club deems appropriate. Dues, Fees, Charges and other obligations shall accrue during such suspension and shall be paid in full before reinstatement of full privileges. Notwithstanding anything in the Membership Plan to the contrary, no Member may, because of any restriction, suspension or termination for Club Discipline, be entitled to any refund of any Club Initiation Fee, Dues, Fees and Charges.

INTERPRETATIONS/QUESTIONS

If there is any ambiguity or question (collectively, a "Query") regarding, resulting from, arising out of or in way related to the Club, Membership in the Club, use of Club Facilities, Club operations, the provisions of the Club Membership Plan, the Club Provisions, Rules, or any portion of the Membership package, such Query shall first be submitted to the Club Owner, or its designee, for resolution. If the Club Owner, in its sole and absolute discretion, obtains legal, tax or accounting advice or assistance in (i) replying to a Query or (ii) in reviewing any documentation, legal opinion or other information submitted to the Club Owner by or on behalf of a Member, the Member shall reimburse the Club for its expense in obtaining such advice or assistance. Before obtaining any such advice or assistance, the Club Owner, or its designee, shall notify the Member of its intention to do so, and the Member shall not be obligated to reimburse the Club Owner for its expense thereof if the Member, within 15 days after the Club's notification, withdraws his/her Query and any documentation, legal opinion or other information submitted to the Club Owner. The Club Owner's interpretation of the Club Membership Plan, Club Provisions, Rules, and any portion of the Membership documents and its resolution of any Query shall be conclusive and binding on the Members. Therefore, and in order to ensure that the Members abide by Club Owner's determination, in the event that any Member disputes the Club Owner's interpretation and resolution and thereafter initiates a dispute resolution proceeding as provided below, such Member shall bear all legal expenses of both the Member and the Club Owner, including all attorney's fees, paraprofessional fees and costs at trial and upon appeal, regardless of the outcome of such dispute resolution proceedings or which party prevails. If Florida law would determine that this provision is unenforceable or would require a reciprocal application for a prevailing party, then, in that event, each party to the dispute will bear its own attorney's fees, paraprofessional fees and costs. To maintain the harmony of the Club and enjoyment of the Club by all Members not submitting a Query, the Club Owner and each Member agrees that none of them will bring a class action against the other(s) or any other action on behalf of or against any other Member not submitting a Query.

MANDATORY DISPUTE RESOLUTION

Any controversy, dispute, or claim (collectively "Dispute") regarding, resulting from, arising out of or in any way related to the Club, Membership in the Club, use of Club Facilities, Club operations, Club services, Club reciprocal membership facilities, Club Regional Arrangements, Club Management, Club Dues, Fees and Charges, Club Discipline, Membership termination, denial of Membership Applications, injury to or death of anyone using the Club Facilities, damage or theft of property at the Club Facilities, the provisions of the Club Membership Plan and Rules (and amendments to same), any portion of the Membership documents, or the Club Owner's response to a Query, shall be governed by the mandatory dispute resolution procedures set forth below.

Notice. If Club Owner, Club Manager, Member, spouse, partner, Immediate Family Member, Extended Family Member, other Family Member, Designated Member, Guest, Resort Guest,

Lessee, Invitee, Membership applicant, or non-member has a Dispute ("Claimant"), it shall notify the applicable party or parties to the Dispute (the "Notified Party"), and the Club Owner and Club Manager, if not a Notified Party, in writing of the claim, which writing shall describe the nature of the claim and any proposed remedy (the "Dispute Notice"). Any persons or entities not notified as a Notified Party shall be relieved and released from any and all liability for the Dispute.

Preliminary Meeting. Within a reasonable period after receipt of the Dispute Notice, which period shall not exceed 60 days, each Notified Party and the Claimant shall meet at the Club (if no meeting date and time is agreed upon, the meeting shall take place on the 60th day at a location and time established by the Club Owner) to discuss the Dispute and attempt to resolve the Dispute by negotiation. Notified Parties may appear by phone at the meeting. Failure of the Claimant to attend the meeting in person shall constitute a waiver and abandonment of the Dispute by the Claimant and all Notified Parties shall be relieved and released from any and all liability for the Dispute.

Mediation. If the parties to the Dispute fail to resolve the Dispute by negotiation within 90 days after delivery of the Dispute Notice, the Claimant shall submit the Dispute mediation pursuant to the Mediation Rules of the American Arbitration Association applicable to Club disputes (except as such procedures are modified by these provisions or such other mediation service selected by the Notified Party). The Claimant shall have until 120 days after the date of delivery of the Dispute Notice to submit the Dispute to mediation. If the Claimant fails to timely submit the Dispute to mediation, then the Dispute of the Claimant shall be deemed waived and abandoned and all applicable parties shall be relieved and released from any and all liability for the Dispute. No person shall serve as a mediator in any dispute in which the person has any financial or personal interest in the result of the mediation, except by the written consent of all parties. Prior to accepting any appointment, the prospective mediator shall disclose any circumstances likely to create a presumption of bias or to prevent a prompt commencement of the mediation process. No litigation or other action shall be commenced against the Notified Party or any applicable party without complying with the procedures described above.

(i) ***Position Memoranda; Pre-Mediation Conference.*** Within 10 days of the selection of the mediator, each party shall submit a brief memorandum setting forth its position with regard to the issues that need to be resolved. The mediator shall have the right to schedule a pre-mediation conference and all parties shall attend unless otherwise agreed. The mediation shall be commenced within 10 days following the submittal of the memoranda, subject to the mediator's availability, and shall be concluded within 15 days from the commencement of the mediation unless the parties mutually agree to extend the mediation period. The mediation shall be held in the Club Facilities or such other place as is mutually acceptable by the parties. The Club Owner and Club Manager, if not Notified Parties, shall be notified of the date of mediation, provided copies of any memoranda submitted to the mediation, and shall be permitted to participate in the Mediation.

(ii) **Conduct of Mediation.** The mediator has discretion to conduct the mediation in the way the mediator believes is most appropriate for reaching a settlement of the Dispute, consistent with the mediation rules applicable to the Dispute. The mediator is authorized to conduct joint and separate meetings with the parties and to make oral and written recommendations for settlement. Whenever necessary, the mediator may also obtain expert advice concerning technical aspects of the Dispute, provided the parties agree and assume the expenses of obtaining such advice. The mediator does not have the authority to impose a settlement on the parties.

(iii) **Exclusion Agreement.** Any memoranda submitted, and any admissions, offers of compromise or settlement negotiations or communications at the mediation shall be excluded in any subsequent dispute resolution forum.

(iv) **Parties Permitted at Sessions.** Persons other than the parties, the representatives and the mediator may attend mediation sessions only with the permission of both parties and the consent of the mediator. Confidential information disclosed to a mediator by the parties or by witnesses during the mediation shall be confidential. There shall be no stenographic record of the mediation process.

(v) **Mediation Expenses.** All expenses of the mediation, including the fees and costs charged by the mediator and the reasonable expenses of any witnesses or the reasonable cost of any proof or expert advice produced at the direct request of the mediator shall be borne equally by the Notified Parties unless they agree otherwise. Each party to the mediation shall bear its own attorneys' fees, witness and expert fees, and costs relating to such mediation.

Arbitration. Should mediation not be successful in resolving any Dispute, then the Claimant shall have 90 days after the date of termination of the mediation by the mediator to submit the Dispute to binding arbitration as the exclusive Dispute resolution remedy. If timely submitted, such Dispute shall be resolved by binding arbitration in accordance with the Arbitration Rules of the American Arbitration Association applicable to Club disputes. If the Claimant fails to timely submit the claim to arbitration within the 90-day period, then the Dispute of the Claimant shall be deemed waived and abandoned and all applicable parties shall be relieved and released from any and all liability for the Dispute. A Claimant with any Dispute may only submit such Dispute in arbitration on such Claimant's own behalf, and not on behalf of others who may be similarly situated. To maintain harmony among the members of the Club, avoid interruption of the enjoyment of the Club by other members, minimize Dispute costs and minimize the length and complexity of Disputes, no Claimant may submit a Dispute in arbitration as a representative or member of a class and no Dispute may be arbitrated as a class action. All parties and any Claimant submitting a Claim Notice (collectively, the "Bound Parties"), agree that all Disputes that are not resolved by negotiation or mediation shall be resolved exclusively by arbitration conducted in accordance with this subsection, and waive the right to have the Dispute resolved by a court, including the right to file or participate in a legal action as the representative or member of a class or in any other representative capacity. The parties shall cooperate in good faith to attempt to cause all necessary

and appropriate parties to be included in the arbitration proceeding. Except as provided in this subsection, the arbitrator shall have the authority to try all issues, whether of fact or law, and shall have the sole authority to determine if the Dispute is subject to Arbitration.

(i) **Place.** The proceedings shall be heard in the Club Facilities and shall be open to the Members of the Club, the Club Owner, and the Club Manager, if not parties to the Dispute.

(ii) **Arbitrator.** A single arbitrator shall be selected in accordance with the rules of the American Arbitration Association from panels maintained by the Association with experience in relevant club matters. The arbitrator shall not have any relationship to the parties or interest in the Project. The parties to the Dispute shall meet to select the arbitrator within 10 days after service of the demand for arbitration on all respondents named therein.

(iii) **Commencement and Timing of Proceeding.** The arbitrator shall promptly commence the proceeding at the earliest convenient date considering all of the facts and circumstances and shall conduct the proceeding without undue delay.

(iv) **Pre-hearing Conferences.** The arbitrator may require one or more pre-hearing conferences.

(v) **Discovery.** The parties shall be entitled only to limited discovery, consisting of the exchange between the parties of only the following matters: (a) witness lists; (b) expert witness designations; (c) expert witness reports; (d) exhibits; (e) a maximum of 2 depositions per party, and (f) hearing briefs. Any other discovery shall be permitted by the arbitrator upon a showing of extenuating circumstances with the direction to the arbitrator that the granting of additional discovery is discouraged by the parties. The arbitrator shall oversee discovery and may enforce all discovery orders in the same manner as any trial court judge.

(vi) **Motions.** The arbitrator has the power to hear and dispose of motions, including motions to dismiss, motions for judgment on the pleadings and summary judgment motions, in the same manner as a trial court judge, except the arbitrator also has the power to adjudicate summarily issues of fact or law including the availability of remedies, whether or not the issue adjudicated could dispose of an entire cause of action or defense.

(vii) **Arbitration Award.** Unless otherwise agreed by the parties, the arbitrator shall render a written arbitration award within 30 days after conclusion of the arbitration hearing or as soon thereafter as possible. The arbitrator's award may be enforced as provided for under Florida law governing enforcement of arbitration awards in a trial court, or, as applicable, pursuant to the Federal Arbitration Act (Title 9 of the United States Code).

(viii) **Arbitration Expenses.** All expenses of the arbitration, including the fees and costs charged by the arbitrator and the reasonable expenses of any witnesses or the reasonable cost of any proof or expert advice produced at the direct request of the arbitrator shall be borne equally by the

parties unless they agree otherwise. Each party to the arbitration shall bear its own attorneys' fees, witness and expert fees, and costs relating to such arbitration.

(ix) **Waiver of Right to Jury Trial.** EACH MEMBER, IMMEDIATE FAMILY MEMBER, EXTENDED FAMILY MEMBER, OTHER FAMILY MEMBER, DESIGNATED PERSON, GUEST, RESORT GUEST, LESSEE, AND NON-MEMBER, BY ACQUIRING A MEMBERSHIP OR UTILIZING THE CLUB FACILITIES, AND THE CLUB OWNER AND CLUB MANAGER (COLLECTIVELY, THE "WAIVER PARTY(IES)") EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EACH MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY DISPUTE BASED ON OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS MEMBERSHIP PLAN OR SAID WAIVER PARTIES' USE OF THE CLUB FACILITIES OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF ANY WAIVER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE CLUB OWNER TO ENTER INTO THIS MEMBERSHIP PLAN AND PROVIDE USE OF THE CLUB FACILITIES AND CLUB SERVICES.

(x) **No Class Action.** To maintain the harmony of the Club and enjoyment of the Club by all Members not initiating a Dispute, the Club Owner and each Member agrees that none of them will bring a class action against the other(s) or any other action on behalf of or against any other Member not initiating a Dispute.

THE TERMS OF THIS MANDATORY DISPUTE RESOLUTION SECTION SHALL SURVIVE TERMINATION OF MEMBERSHIP IN THE CLUB AND TERMINATION OF THE CLUB MEMBERSHIP PLAN.

ASSUMPTION OF RISK, RELEASE AND INDEMNIFICATION

Each Member, spouse, partner, Immediate Family Member, Extended Family Member, other Family Member, Lessee, Designated Member, guest, invitee, resort guest, and non-member (collectively, "Indemnifying Parties"), agrees, in consideration of and as a condition to entering onto the premises of Club, including the Hammock Bay Facilities, the Rookery Facilities, and the Resort Facilities (collectively the "Club Facilities"), or utilizing any Club Facilities, Club Personal Property or Club Activities, to the greatest extent provided by law, to release, indemnify and hold harmless the Club, Massachusetts Mutual Life Insurance Company, Cornerstone Real Estate Advisers LLC, Marriott International Inc., City National Bank of Florida, Club Manager, and their respective affiliates, and their respective successors and assigns and their respective shareholders, partners, directors, officers, members, employees, representatives, agents, attorneys and consultants (collectively, "Indemnified Parties") for, from and against all actions, omissions, injury, claims, loss, liability, damages, fees, obligations, thefts, costs and expenses of any kind or nature whatsoever ("losses") incurred by or asserted against any of the Indemnified Parties from and after the date hereof, whether direct, indirect, incidental or consequential, as a result of, arising out of, or in any way related to the Club, entering onto the Club Facilities, the use of the Club Facilities,

Club Personal Property or Club Activities by the Indemnifying Parties, the use of the Club Facilities, Club Personal Property, or Club Activities by third parties, or the application or interpretation of the Club Membership Plan, Rules, Schedule of Dues, Fees and Charges, or Membership Application, and/or for, from and against any act or omission of any of the Indemnified Parties. Provided, however, the indemnifications set forth above shall not apply as to any Indemnified Party for losses caused by the gross negligence or willful misconduct of such Indemnified Party to the extent attributable to such gross negligence or willful misconduct.

In addition to and not in limitation of the foregoing, each of the Indemnifying Parties who, in any manner, makes use of or accepts the use of any apparatus, appliance, devise, equipment, facility, machine, vehicle or parking facility whatsoever owned, leased, licensed or operated by the Indemnified Parties or in use or present on or at the Club Facilities, including without limitation, those related to golf, tennis, water sports, exercise, relaxation, and fitness (collectively, "Club Personal Property"), or who engages in or participates in any contest, game, function, exercise, competition, class, spa or salon service, dining or other activity or service operated, arranged or sponsored by the Indemnified Parties, either on or off of the Club Facilities, including without limitation, golfing, use of a driving range or golf practice facility, driving or riding in a golf cart, swimming, walking on the beach, sunbathing, use of saunas or steam rooms, use of hot tubs, beach sports or games, water sports or games, tennis, aerobics, stretching, weight lifting, massage therapy or beauty treatment (collectively, "Club Activities"), shall do so at their own risk. Each of the Indemnifying Parties acknowledge that use of the Club Personal Property and participation in the Club Activities CAN BE DANGEROUS and involve risk of SERIOUS INJURY to person and property and/or DEATH, including without limitation, risk of errant golf balls, mis-hit tennis balls, changing tides, rip tides, changing water flow, collisions, capsizing, inclement weather, sunburn, equipment failure, operator error, flying objects, and debris, all of which can cause serious injury, paralysis and/or death. Each of the Indemnifying Parties shall hold harmless and release each of the Indemnified Parties from any and all losses, whether direct, indirect or consequential, as a result of, arising out of, or in any way related to Club Activities or use of Club Personal Property.

The Indemnified Parties make no representations or warranties to any of the Indemnifying Parties that the Club Facilities, the Club Personal Property and/or the Club Activities are safe, suitable for their intended use, suitable for use by the Indemnifying Parties, and/or suitable for participation in or by the Indemnifying Parties.

The above assumption of risk, release and indemnification shall be binding upon the Indemnifying Parties' heirs, executors, administrators and assigns. Further, the Indemnifying Parties agree to release and discharge the Indemnified Parties from any and all liability for any and damage to, theft of or losses of or to any of the Indemnifying Parties' personal property, including, but not limited to, motor vehicles, electronic devices, jewelry, wallets, purses, credit cards or money.

The Indemnifying Parties agree and understand that the Indemnified Parties make no evaluation or recommendation, and the Indemnifying Parties will not construe any statement or action as an

evaluation or recommendation, with respect to whether the Indemnifying Parties are sufficiently physically fit, healthy and sound to use any Club Personal Property or participate in any Club Activities. The Indemnifying Parties are aware that it is always advisable to consult a physician before undertaking any of the Club Activities or using any Club Personal Property, including without limitation, a physical exercise program or a spa service.

The above provisions are intended to and shall be construed to provide the broadest possible protection for the Indemnified Parties under law. If any portion of the above provisions is determined to be unenforceable by a court of law, the remaining provisions shall be construed to provide the broadest possible protection for the Indemnified Parties after removal of the unenforceable portion or shall be conformed to be enforceable under law.

The Indemnifying Parties acknowledge that each of them are of majority age and sound mind and have carefully read this release, waiver and indemnity and fully understand that it is a release and waiver of liability. For each of the Indemnifying Parties who is not of majority age and/or sound mind (a "Ward"), the Indemnifying Party who is of majority age and sound mind and who is the parent or legal guardians of such Ward accepts the above assumption of risk, release and indemnification provisions on behalf of such Ward, and shall further indemnify the Indemnified Parties from any judgments, damages, costs, expenses of any kind whatsoever against the Indemnified Parties by reason of, arising out of, or resulting from the fact that the Ward is not of majority age and/or sound mind and/or that these provisions may be deemed unenforceable against such Ward.

THE TERMS OF THIS SECTION SHALL SURVIVE TERMINATION OF THE CLUB MEMBERSHIP PLAN OR TERMINATION OF MEMBERSHIP IN THE CLUB.

MEMBERSHIP DIRECTOR AVAILABLE TO ANSWER INQUIRIES

While there are 3 locations our Members may enjoy,
there is one Membership Director who's office is located in the Clubhouse at the Rookery.

Office of the Membership Director
Clubhouse at the Rookery
3433 Club Center Boulevard
Naples, Florida 34114

239-642-2635



RULES



RULES

(Effective January 1, 2018)

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PREAMBLE

These Club Rules are intended to set forth the rules, regulations and procedures which govern the use of the Members Club at Marco's Rookery Facilities, Hammock Bay Facilities and Resort Facilities (collectively, the "Club Facilities"). They are not intended to deal with all conceivable issues that may be presented arising out of usage of the Club Facilities by the Members, their families and guests and all other persons using the Club Facilities.

These Rules are established by the Club to protect the Club Facilities and to promote the health, safety, welfare and enjoyment of the Members, their families and guests and all other persons using the Club Facilities. The Club is committed to providing all Members and their guests with an enjoyable club experience. To uphold these standards, Members and guests are expected to participate in Club activities in a manner consistent with good taste.

Where an issue regarding usage of the Club Facilities has not been specifically addressed in these Rules or the Club Membership Plan, the Club Owner or Club General Manager shall have the authority to address such issue which determination shall be binding on the Members, their family members and guests, and all other persons using the Club Facilities.

The Club may also amend or otherwise change these Rules from time to time as it determines appropriate in its sole discretion. Terms not otherwise defined herein shall have the same meaning as defined in the Club Membership Plan. In the event of a conflict between the terms of the Membership Plan and these Rules, the terms of the Membership Plan shall control. Note also, that in the event these Club Rules conflict with the Membership Plan, the Membership Plan controls.

The Club's Membership Office is the place to go for questions of most any kind and for all social reservations. The Club's Pro Shops staffs await your golf related requests and are anxious to ensure that each golf experience, on either course, is an excellent one.

THE MEMBERSHIP OFFICE

The primary focus of the Membership Office is our Members' satisfaction. The Membership Program is led by the Director of Membership. The Membership Office provides:

- Planning Special Events: Each year we work diligently on presenting a special calendar of events for our Members. We realize that many of our Members have a rather constant parade of houseguests, so almost all of our events include the ability to bring a guest, and there is special guest pricing.
- Concierge: as a benefit to Membership, the Membership Office offers Members a range of concierge services.
 - Special Member events information and reservations
 - Tennis court time, spa service reservations, dining, Resort activities and non- Club activities
 - Reservations at Marriott hotels and resorts (including Courtyard, Fairfield, Residence Inn, TownePlace Suites and all other Marriott family properties) around the world
 - Boarding pass print-outs, and other such requirements
 - Special Club Member Reciprocal arrangements at Hotels/Resorts such as: Harbor Beach, The Ritz-Carlton, Orlando, JW Marriott Orlando, JW Marriott Desert Ridge and Vinoy Renaissance or others as viewed in the Reciprocal Pamphlet.
 - Local dining reciprocal reservations when and where applicable
 - Assistance with shipping ready packages via UPS/FedEx
 - The Resort concierge, located in the main lobby of the Resort, will also be available to assist Members with various types of arrangements [other than specific Member special events] such as spa services, dining, Resort activities and local attraction information.
 - Concierge service is included with Membership, however the cost associated with all services requested will be paid by (or charged to Club account) the Member.
- Billing: Member's monthly bills are charged to the credit card on file and an itemized statement is sent to each Member. It is helpful to the Member if he/she retains a copy of all receipts signed so that reconciliation of the statement is quite easy.
- Communications with Members: most communication with Members is done via e-mail through which we advise Members of special events, send reminders and special notices, and generally keep in touch with our Membership population.

- Our Member's Website, which is covered in greater detail in another section of the Rules, is the place to find information about everything from golf events to Arts-Naples performances, day trips, and our Club sponsored voyages to faraway lands. [www.membersclubatmarco.com]
- The use of the Club Facilities by Members for private functions on any day or evening, provided such uses does not interfere with normal Membership activities, it's encouraged. Members may contact the Membership Director with requests for such use.
- Accommodations at the JW Marriott Marco Island (the "Resort"). Reservations with preferred pricing at our specific Resort are based on availability. Special Member rates and promotions may be offered from time to time. Every room reservation requires a specified cancellation period to avoid cancellation fee. Your Membership card must be presented at check-in for identification and rate. Special Member rates may not be combined with other discounts and applies to Club Members only. Reservations may be confirmed by calling 1-800-GET-HERE.

Conversely, Membership in the Members Club does not enable any Member to use his/her Membership status to garner preferred rates at any Marriott property unless otherwise specified and available at our Reciprocal properties.

- Please don't be a no-show! The management of the Club takes great care to prepare for each club event or activity; a final participant number to other departments and outside vendors is always required. Please know that while we will always try to accommodate last minute changes, this is not always possible.
- The Club cannot refund the price for Club event cancellations involving meals, transportation or entertainment which are received less than 36 hours in advance (Theater, concert ticket and/or special event sales are final upon reservation confirmation). This policy is for the benefit of all Members.
- The Membership Office has an open-door policy and will be available to discuss all Member requests or concerns. Please feel free to stop or call (239-793-2635) Monday through Friday at your convenience.

Member Must Provide Current Contact Information

1. It is the responsibility of each Member to update and keep current all profile information under the control of the individual Member posted on the website.
2. Members shall not, under any circumstance, share the Club Roster or confidential information with any person or entity outside of the Club as doing so may result in expulsion from Membership without relief from any and all amounts owed and forfeit of initiation fee.
3. Each Member shall be responsible for filing with the Membership Office, in writing, his or her mailing address, e-mail address and telephone number and any changes thereto, where the Member wishes all notices and invoices of the Club to be sent. If the correspondence is sent via U.S. mail, a Member shall be deemed to have received mailings from the Club 10 days after they have been mailed to the mailing address on file with the Club. If correspondence is via e-mail, a Member shall be deemed to have received the e-mail from the Club one day after they have been e-mailed, unless the Club receives back an electronic notice of non-delivery.

4. To ensure prompt delivery of statements and other correspondence, all seasonal contact change information must be submitted to the Membership Office, in writing, at each occurrence of change. Under no circumstance will it be the responsibility of the Membership Office to assume seasonal address or other changes of information of Members.
5. The Club must be notified in writing of any permanent change of address. Failure to do so shall constitute a waiver of the right to receive Club notices, bulletins and any other communications, and a violation of these Rules, but shall not forgive or relieve, in any way, any and all financial obligations to the Club.
6. The Club will not give Members' contact information to vendors or marketing firms.

Member's Club Account

Every Club Member is granted a Club House Account number, which appears on the Member's photo ID card. Members may charge golf and tennis fees, retail items, food and beverage, and most services to their Club account.

- Each Member must have a valid credit card or debit card on file with the Membership Office.
- Accounts are settled monthly, along with any other outstanding charges and charged to the credit card on file.
- The Member charged will receive an itemized statement; however, copies of "receipts" are not supplied.
- We ask that every Member remain at the venue of each charge long enough to sign the bill and retain a copy of your signed receipt for later reconciliation with the itemized statement. Always check your account number-the Club has multiple Members with the same lastname.
- Club Members receive a discount of 20% on all food/beverage, most retail and other services, except in the case of Special Club Events/Parties, etc. or Holiday Dinners anywhere in the Clubhouse or Resort, or concessionaires or licensees.
- You will be asked to present your photo ID card for almost all charges and a variety of other situations, so it is most important that you do not share your photo ID card with anyone, at any time, and that you carry it with you while on Club property. Use of your card by any other person may result in the loss of Club account privileges and/or access privileges.
- Errors in billing charges should be directed to the attention of the Membership Finance Office within 10 days of the effective date of the charge or such errors are waived.
- Extended family members do not have the ability to charge to the Member's Club account without the express written permission of the Member to be placed on file with the Club.

Membership Cards

1. The Club will issue a photographic identification Membership card to the Member and the Members of his or her family who are eligible for Membership privileges. Membership cards will include the Member's photograph, name, Club account number and category of Membership. Membership cards will be issued to children between the ages of 13 and 24. Members and their families must have their Membership cards with them at all times while using the Club and/or Resort Facilities.
2. A Membership card may not be used by any person other than the person to whom it is issued. Membership cards are not transferable, under any circumstance.
3. Membership cards must be presented at the point of sale for all transactions.

4. In the event of a lost or stolen Membership card, the Club must be notified immediately. The Member's Club account will be canceled, and the Club will issue a new Membership card number. Until notification of card loss or theft is received in writing by the Club, the Member shall be responsible for all charges placed on the Member's Club account for the lost or stolen Membership card. A Membership card replacement fee as determined by the Club may be charged for lost or stolen Membership cards or in any situation where the Club account number is changed.
5. Each Member may receive such identification decals and other insignia as the Club may from time to time designate and shall display such insignia as required by the Club. All such material must be surrendered at the time the Member departs from Membership.
6. The Club may confiscate a Member's Membership card in the event the Member is past-due on any amounts owed to the Club until such past-due amounts are brought current.
7. The Club may confiscate a Member's Membership card in the event such card is presented for use by any person other than the Member whose photo appears on the card.

Member Dues, Fees & Charges

1. Members' Dues, Fees and Charges may fluctuate from year to year; Dues, Fees and Charges will be billed as determined by the Club from time to time.
2. Members will have Dues, Fees and Charges billed to their credit or debit card on file with the Club, as provided in the Membership Application. All Members are required to keep a valid credit or debit card on file with the Membership Office; all Dues, Fees and Charges will be posted to the credit card or debit card on file.
3. Club Dues, Fees and Charges will be billed on a monthly basis according to these Rules and Members will receive an itemized statement of their fees and other charges.
4. Dues for Members with refundable Membership Initiation Fees are billed monthly, in arrears. (Example: on September 1st thereof, Membership Office will bill said Member with a refundable Membership Initiation Fee for the August Dues, Fees and Charges made to the Club account during the month of August.)
5. Dues (for the 12- month period) for Existing Members with non-refundable Membership Initiation Fees are due and collected on or before January 1st of the year to which they apply. As pertains to first year of Membership, the Dues shall be pro-rated.
6. All food, beverage, merchandise and services charged to the Member's Club account will be billed monthly and each Member's Club account shall settle to the credit/debit card on file. The Club may require food, beverage and other minimums, at its discretion, which the Club may charge to the Member's Club account if the Member does not charge the minimum amount(s) during each period.
7. Club accounts shall be deemed delinquent and past due from the date first billed if payment is not perfected within 15 days after the date of the monthly statement. Past due bills will be subject to a 1.5% late payment charge per month, but not to exceed the maximum amount permitted by law. The Club may suspend privileges until the delinquent account is paid in full. Continued delinquency for a period of 90 days from the date a Club account is first billed or repeated incidents of delinquency by a Member may result in termination of Membership in the

Club, in which case a refundable Membership deposit may be forfeited. Dues, fees and charges shall continue to accrue against a Member's account notwithstanding a suspension of privileges.

8. When a Membership is issued in the name of more than one person, each person shall be jointly and severally liable for all Dues, Fees, Charges, and other obligations and liabilities associated with the Membership.
9. If the Club account of any Member is delinquent, the Club may at its option take whatever action it deems necessary to effect collection, including without limitation, suspension of Membership privileges and termination of a Membership or other appropriate legal action.

Gratuities

Dining

1. For the convenience of all Members, a gratuity, on the bill amount before discount, will be added to all food and beverage sales at the Rookery and Hammock Bay Facilities. A Member may increase or decrease the gratuity as deemed appropriate.
2. Inclusive dining/beverage gratuities for Members, except for parties of 6 or more, are not widely practiced at the Resort Facilities, however some outlets do include gratuity. Your server will tell you if gratuity was added to your check, but please check your bill carefully. If gratuity is not included, we ask that you consider the entire bill (before discount) when calculating a gratuity. Gratuities are always included for services at the Spa by JW.

Holiday Fund

It is customary for the Club to send a letter providing an opportunity for Members to contribute to a Holiday Fund for non-management Club employees. Payment of such contribution will be voluntary and will be included on the contributing Member's next bill. This Holiday Fund provides the Members with an annual opportunity to show their appreciation to our non-management Club employees during the holiday season.

Golf Course

As a tradition in the club industry, Club salaries of many of our employees are established with an assumption that they will be supplemented by gratuities. The general policy of our Club is that there are times when the giving of a gratuity is appropriate and recommended. The entire staff of the Club is here to ensure that your time here is as enjoyable as possible. While the giving of a gratuity or gift will always be an individual decision, you may feel comfortable in showing this kind of appreciation when service warrants it. Questions regarding this custom may be addressed to the General Manager of Golf.

General

Complimentary valet parking at the Resort is an included feature of Membership. A Member may provide customary gratuities for valet attendants (parking, spa, beach) as such gratuities are not included. Members must have a club decal affixed to their windshield and present their Membership Card to the valet to take advantage of this service.

Spa

The Spa by JW does include added-on gratuities for all Spa services. This amount is 21% of the cost of the treatment(s) prior to Member's Discounts [as of Jan 1, 2018]

Club Services & Activities

1. The Club may provide a variety of social, cultural and recreational events in which Members are encouraged to participate.
2. The Club desires to encourage the use of the Club Facilities by Members for private functions on any day or evening, provided it does not interfere with the normal operation of the Club, or with the services regularly available to Members. Members are requested to make reservations with the appropriate Club personnel for available dates and arrangements.
3. Private functions are permitted at the Club only with prior permission of the Club. The individual sponsoring the function shall assume full responsibility for the conduct of guests and the removal of any decor. The sponsor of the function shall be responsible for any damage to the Club Facilities and for the payment of any charges not paid by individuals attending the Private function or any applicable fees for the use of the facilities.
4. As a benefit to Membership, the Club offers Members a range of concierge services. The Resort concierge, located in the main lobby of the Resort.

The concierge service in the Membership Office is further expanded to include Member specific amenities such as arranging for Regional Reciprocal visits, Member hotel arrangements, and all Member related activities.

Concierge service is included with Membership, however the cost associated with the services requested will be charged to the Member.

5. Non-member special events, member leagues and member functions may be scheduled from time to time at the discretion of the Club. Information and reservations should be directed to the Golf Shops.

Reservations & Cancellations

1. The Club may serve dinner on a seasonal basis at its Rookery and Hammock Bay Clubhouses, consistent with the support of its Members.
2. Resort and Clubhouse dinner reservations may be required as determined by the individual dining venues.
3. All Membership special events (i.e.: Members' parties, special dinners, etc.) require reservations which are secured either through the golf Pro Shops for golf related events, the Membership Office or the Members' website for all other events. Activities that involve meals or group transportation require a specific cancellation policy and cancellations are accepted in writing with receipt acknowledgment to avoid a full charge for the event to the Member's account.

4. Reservations for theater tickets, special events, concerts and other such non-refundable arrangements are "paid in full" at time of reservation and are not subject to cancellation or refund of any kind.
5. Reservations for dining at the Resort and other Club venues will be held for only 15 minutes after the reserved time.
6. Members should be aware that a variety of venues at the Club and at the Resort do not accept reservations as a part of their prescribed operating model.

Children Are Welcome

1. Unless permitted by the Club, unaccompanied children less than 16 years of age are not allowed at the non-golf course Club Facilities or the Resort Facilities. Children under 13 years of age are not allowed on the golf course or golf practice facilities, unless accompanied and supervised by an adult. The Golf Professional may waive the age limits on accompanied or unaccompanied child play in his or her sole discretion.
2. Children under the lawful drinking age are not permitted in any lounge unless accompanied by an adult.
3. Members are responsible for the conduct and safety of their children when enjoying the Club Facilities and the Resort Facilities. The Club and the Resort assume no responsibility for the safety of children of Members or guests.

GOLF

Instruction

1. The Rookery Golf Academy headquartered at the Rookery offers instructional programs with video analysis, equipment profiling and club repair. Also with a facility at Hammock Bay, the Academy has instructors available on site for the convenience of our Members and their guests.
2. The Golf Academy offers private instruction, group clinics, Members' programs and Members' discounts. Those interested in fine tuning their golf game may consider speaking with our Golf Professionals about the cost of affordable instruction. Please call 239-389-6600 for more information and appointments.

Reserving Tee Times for Golf Memberships

For ordinary tee times, Club Golf Members have access to the club website which is www.membersclubatmarco.com [password required].

You may also contact the Golf Pro Shop directly:

Hammock Bay Golf Shop	239-389-6610
The Rookery Golf Shop	239-642-2106

Daily during the winter months of November through April:

- When one of the courses is designated as a "Private" course, each Golf Member will be entitled to reserve 2 starting times up to 12:00 noon and as many as 3 starting times per Golf Member from 12:01 pm until last tee time. Golf Members can make reservations up to 14 days in advance on such course for the day the Member selects to play. One Member per playing group (2, 3 or 4 players) will be required on a "Private" course.
- When one of the courses is designated as a "Resort course" or when no designation is made for either of the courses, each Golf Member will be entitled to reserve one starting time up to 12:00 noon and as many as 3 starting times per Golf Member from 12:01 pm until last tee time. Golf Members can make reservations up to 7 days in advance on such course(s) for the day Member selects to play. A Golf Member does not need to accompany each group on the Resort course.
- Golf Members who have more than 3 guests and wish to play before 12:01 pm may request starting times up to 14 days in advance directly with the Director of Golf. These requests will be honored based on availability and the discretion of the Director of Golf.
- The Club may set aside, on either course, on various days, a block of tee times specifically for Club facilitated events such as: Men's Club, Ladies Day, Member Mixers, Club Championship, Member- Guest, etc. Golf Members may be encouraged to sign-up (see above for Sign-up phone number or in person in the golf shop for these play activities) more than 14 days in advance.

During the summer months of May through October:

- Golf Members will be entitled to reserve up to 2 starting times per Membership, before or after 12 noon, up to 14 days in advance on either of the courses.
- During the above timeframe, due to miscellaneous agronomic practices that will be required on both courses, there will be times when only one course is available for all play segments.

Golf Attire

- **General Clubhouse Attire** - It is expected that Members will choose to dress in a fashion befitting the surroundings and atmosphere provided in the setting of the Club. (Example-tank tops, short shorts, etc. are not appropriate.) It is also expected that Members will advise their guests of the dress requirements. The Club may publish dress requirements from time to time. Gentlemen and ladies are requested to dress in a fashion compatible with the appropriate occasion, which always excludes tank tops and short shorts. Shirts and shoes must be worn at all times when on Club Facilities and the Resort Facilities, other than in the locker rooms and at the swimming facilities. Bathing suits may only be worn in the pool and beach areas. All other Club and Resort Facilities require appropriate dress.
- **Golf Course Attire** – Proper golf attire is required for all players.
 - Men: Sleeved shirts with collars and slacks or Bermuda shorts of mid-thigh length are considered appropriate attire. Tank tops, tee shirts, mesh shirts, sweat pants, cargo

pants or shorts, warm-up suits, blue jeans, swim wear, short shorts, cut-offs, gym shorts, tennis outfits or other athletic shorts are not permitted.

- Women: Dresses, skirts, slacks, mid-length shorts and collared tops are considered appropriate attire. Halter tops, tank tops, tee shirts, cargo pants, cut-offs, sweat pants, warm-up suits, blue jeans, swim wear, tennis dresses, short shorts, or other athletic shorts are not permitted.
- Golf Shoes: Shoes with metal spikes are not allowed at the Club. Shoes with "soft spikes" or spike-less shoes must be worn by all golfers.

This dress code is mandatory. Improperly dressed golfers shall be asked to change before playing, at their own expense. If you are in doubt concerning your attire, please check with the pro shop before starting play or leaving your home.

General Practice Range Rules & Information

- Range balls are for use on the practice range and may not be used on the golf course. You may not use your own golf balls on the driving range.
- Golf carts are not permitted on any hitting area. Parking of golf carts is allowed in designated areas. Balls must be hit from designated areas. No hitting is permitted from the rough or sides of the practice area.
- Proper golf attire (addressed in these Rules) is required at all times on the practice range as well as on the golf course and in the clubhouse.
- Lessons by unauthorized professionals are prohibited.

General Golf Cart Rules

1. Club golf carts are used only with proper registration in and assignment by the pro shop.
2. Golf carts must be operated by persons at least 16 years of age having a valid driver's license.
3. Only 2 persons and 2 sets of golf clubs are permitted per golf cart.
4. Walking (for Golf Members and Extended Family) may be permitted after 4 pm (November - April) and after 2 pm (May - October) as a complimentary Member privilege.
5. Pull carts are not permitted.
6. Obey all golf cart traffic signs.
7. Golf carts may only be used on the golf course when the course is open for play. "Course closed" or "hole closed" signs are to be adhered to without exception.
8. Privately owned golf carts are not permitted.

9. Always use golfcart paths where provided.
10. Be careful to avoid soft areas on fairways, especially after rains.
11. Never drive a golf cart through a hazard.
12. Operation of a golf cart is at the risk of the operator. Persons who are or appear to be legally intoxicated may not operate a golf cart. Cost of repair to a golf cart which is damaged by the Member, an Immediate Family Member, an Extended Family Member, other Family Member, Lessee, or a guest of the Member shall be charged to the Member. Each such party shall be held fully responsible for any and all damages, including damages to the golf cart, that are caused by the misuse of the golf cart, and shall reimburse the Club and/or any operator of the Club for any and all damages the Club may sustain by reason of misuse.
13. Each Member, Immediate Family Member, Extended Family Member, other Family Member, Lessee, or a guest of the Member accepts and assumes all responsibility for liability connected with operation of the golf cart. The Member also expressly indemnifies and agrees to hold harmless the Indemnified Parties from any and all damages, whether direct or consequential, arising from or related to the Member, an Immediate Family Member, an Extended Family Member, other Family Member, Lessee, or a guest of the Member use and operation of the golf cart.
14. Violations of the golf cart rules may result in loss of golf cart privileges and/or playing privileges.

Handicaps

1. All Members can participate in the GHIN tracking system. There is a small optional fee associated with this service as described in the Schedule of Dues, Fees and Charges. Handicaps are computed under the supervision of the golf Pro Shops in accordance with the current USGA Handicap System.
2. All Members and their guests with a USGA approved handicap may participate in Club tournaments. All handicaps submitted may be reviewed by the golf Pro Shops.
3. Members are responsible for turning in all their scores daily. Any Member failing to turn in a score shall result in a score being posted that is equal to their lowest score on record. The golf Pro Shops shall assist any Members needing help with the posting procedures.
4. Accurate records are to be kept of scores turned in and recorded for all full rounds played. The golf Pro Shops shall determine if there are violations by Members in turning in their scores.
5. The Club reserves the right to adjust handicaps for Club tournament play. The Club also reserves the right to deny any Member entry into tournament play for handicap manipulation.

Golf Course Etiquette

Persons using the golf courses should do their part to make a round of golf a pleasant experience for everyone enjoying the courses. If you need assistance in understanding proper course etiquette please contact any of the Club Professionals and they will kindly guide you.

1. Do not waste time. Anticipate the club or clubs you may need, and go directly to your ball. Always be near your ball to play promptly when it is your turn. If a player is delayed in making his shot, it would be courteous for such player to indicate to another player to play which should not be deemed playing out of turn.
2. The time required to "hole out" on and around the green is a chief cause of slow play. Study and clear the line of your putt while others are doing the same. Be ready to putt when it is your turn.
3. Be sociable but reserve your extended conversations for the clubhouse.
4. When approaching a green, park your golf cart on the cart path on the best direct line to the next tee, to save significant time. Never leave the golf cart in front of the green where you will have to go back and get it while the following players wait for you to move on.
5. When play of a hole is completed, leave the green promptly and proceed to the next tee without delay. Record the scoring for the completed hole while the others in your group are playing from the next tee.
6. If you are not holding your place on the course (see General Golf Rules), allow the players behind to play through. Do the same if you stop to search for a lost ball.
7. The golf rangers or player ambassadors will report slow play and all breaches of golf etiquette to the golf Pro Shops. Appropriate action will be taken by the Pro Shop personnel.

USGA Rules of Golf

- It is every Member's responsibility to play according to, and refer to, the USGA Rules of Golf. Access to these rules is on the USGA website.
- The Rules of Golf as adopted by the USGA together with the Rules of Etiquette as adopted by the USGA shall be the rules of the Club, except when in conflict with local rules or with any of the rules herein.
- The Rules of Golf include valuable information on etiquette and the responsibility you have taking care of the course.
- Disputes and all questions regarding a ruling must be brought to the attention of the Director of Golf on staff.

Golf Guest Privileges

Guest privileges may be determined by the Club from time to time. Although it is the intention of the Club to accommodate guests without inconvenience to the Members, the Club reserves the right to limit the number of guests that are invited by a Member over the course of a Membership year and the number of times a particular guest may use the Club Facilities or the Resort Facilities, as the guest of a Member in any given Membership year. The Club shall establish, from time to time, the rate of the daily guest fees, charges and the rules and regulations for use of the Club Facilities and Resort Facilities by guests. Guest privileges may be denied, withdrawn or revoked at any time for reasons considered sufficient by the Club or Club General Manager, in their sole and absolute discretion. The Club reserves the right to determine from time to time the maximum number of times a particular guest may use the Club Facilities or Resort Facilities as a guest of a Member during each Membership year.

1. The guest of a Member must be accompanied by that Member in order to play on any course either designated as the "Private" or "Resort" course from November 1 – April 30. Unaccompanied guests of Members may play on any course designated as a "Resort" course or un-designated pending availability.
2. A particular individual using the Club Facilities or the Resort Facilities as a guest must be registered by the sponsoring Member with the Club. The Club reserves the right to require identification by each guest. Guests will be charged guest fees for use of the Club Facilities and the Resort Facilities as determined from time to time by the Club.
3. Guests will be entitled to use the Club Facilities only in accordance with the privileges of the Membership of the sponsoring Member.
4. The sponsoring Member shall be responsible for all charges incurred by the guest. The sponsoring Member is also responsible for the conduct of a guest while at the Club or Resort. If the manner, deportment or appearance of any guest is deemed to be unsatisfactory, the sponsoring Member shall, at the request of the Club or Resort, cause such guest to leave the premises of the Club or Resort.
5. The Club and/or the Resort may limit access to certain facilities to Members only, and not guests of Members, from time to time as deemed necessary. The number of Immediate Family Members and Extended Family members, may be may be limited as necessary.
6. A Member may invite the same guest to play at the accompanied guest fee, a maximum of 10 times between November and April, and without limit at other times of the year.
7. Guests will be charged guest fees for use of the Club Facilities as determined from time to time by the Club.

General Golf Rules

1. The Rules of Golf as adopted by the USGA together with the Rules of Etiquette as adopted by the USGA shall be the rules of the Club, except when in conflict with local rules or with any of the rules herein.
2. Cutting-in is not permitted at any time. All players must check in with the starter. The Club Pro Shops may permit some groups to start on the back-nine to ease congestion.
3. Practice is not allowed on the golf course. Hitting more than one ball on a hole is not allowed. The practice facilities should be used for all practice.
4. Speed of play: It is the goal of all players to complete their round in less than 4 hours. This amount of time is more than adequate, provided all players remain aware of the rights of others to play without delay. It is the responsibility of each group to keep pace with the group ahead. If a group falls one complete hole behind the group ahead, the group should allow the following group to go through. It is each group's responsibility to be observant of its position on the course and keep pace. The ranger has the authority to keep play moving at the proper pace for all players' enjoyment. Players unable to keep proper pace may be requested to leave the course.
5. If a player is repeatedly warned for slow play, the Club may take such action as it deems appropriate, including without limitation, restricting the person's use of the golf courses during certain times of the day.
6. All players who stop after playing 9 holes for any reason must occupy the next tee before the following players arrive at the tee or they shall lose their position on the golf course and must get permission from the starter to resume play.
7. All tournament play must be approved in advance by the Golf Professional.
8. Enter and leave bunkers at the nearest level point to the green and smooth sand over with a rake upon leaving.
9. Repair all ball marks on the green.
10. Repair all divots.
11. Searching for balls other than those played by members of the group is not allowed on a course at any time.
12. Each player must have his or her own set of golf clubs.

If lightning is in the area, all play shall cease. Although the Pro Shop staffs may warn players about lightning in the area, of which it is aware, the Club does not assume any duty to detect lightning, to warn of lightning or to stop play because of lightning. The Pro Shop staffs may, but are not obligated to, temporarily stop play on the courses due to inclement weather. Golfers are solely

responsible for their safety on the golf course, including during lightning and other inclement weather and may not rely on the Club or the Pro Shop staffs for their safety.

13. Jogging, bicycling, fishing or recreational walking is not permitted on the golf courses at any time.
14. No beverage coolers are permitted on the courses unless provided by the Club.
15. "Discontinued Play" Policy for inclement weather: less than 3 holes played - full 18-hole credit; less than 12 holes played – 9-hole credit.
16. Twosomes may play at the discretion of the Pro Shop. Twosomes should not expect to play through foursomes and should not exert any pressure on the groups ahead. Foursomes shall have the right of way.
17. Twosomes and singles shall be grouped with other players, if available, at the discretion of the Pro Shop.
18. Singles shall have no priority on the golf course and shall be permitted to play only at the discretion of the Pro Shop. Singles should not expect to play through other groups and should not exert any pressure on groups ahead.
19. Groups of 5 or more players shall only be permitted on a golf course with the permission of the Director of Golf.
20. The club reserves the right to deny any Member entry into tournament play for reasons of handicap manipulation.

Hours of Play

The hours of play and Pro Shops hours are ordinarily posted in the Pro Shops. The Pro Shops shall determine when a golf course is fit for play.

THE JW MARRIOTT MARCO ISLAND (RESORT)

The Resort Facilities await you! The assistance of our Resort staff will allow you to enjoy all facets of your Membership. Our Resort is the only JW Marriott property in the United States to encompass the beach, multiple pools, The Spa by JW, tennis, 2 golf courses and a Members Club! The following information is important to read and understand as it provides detailed guidance on how to obtain the very most out of your Membership.

Parking

- Every Membership will receive 2 static cling car parking permit stickers which will enable parking privileges.
- Complimentary valet service is available at the main entrance to the hotel. Upon arrival simply show the valet attendant your photo Club Membership card and have your parking sticker affixed

to the inside of your windshield. (We suggest a gratuity be given to the valet driver when you retrieve your automobile, providing you have been given professional service).

- Complimentary self-parking across the street from the main entrance of the hotel. Please have your parking sticker affixed and show your Membership card to the attendant (in the booth) upon exiting the parking lot.
- If you will be spending just an hour or so at the Spa, there are a limited number of spaces provided for Club Members at the Spa entrance. (Please be sure to have your car sticker in place-this is a tow-away area).
- Car parking permit stickers are never transferable.
- Please report loss of a permit to the Membership Office. Your original permit will be cancelled and a new permit reissued.

Resort Rules

Members have utilization of all the Resort Facilities subject to availability. Although the Resort anticipates providing Member access a high percentage of the time, past experience illustrates demand for use of certain of the Resort Facilities during certain time frames has exceeded capacity. Therefore, the Resort will not be able to accommodate Club Member use of such facilities on those days.

Members may have use of the beach amenity. Included in the Membership are beach chairs, beach towels, and one umbrella per Membership. While it is the intention of the Club to customarily offer the beach amenity to our Members, the Recreation Department may restrict the use of the beach, umbrellas, chairs, towels or access to such for any reason(s) deemed necessary. Members must register with the Beach Hut prior to arrival, accompany their guests and are responsible for the payment of any appropriate charges as the Resort may determine from time to time.

1. Members and guests may not bring food to the Resort. All food and beverages consumed in public areas of the Resort should be purchased from the Resort.
2. Alcoholic beverages will not be served or sold, nor permitted to be consumed, at the Resort in any manner prohibited by state or local law. The Resort reserves the right, in its sole discretion, to refuse service to a Member or guest when that Member or guest appears to be intoxicated.
3. Children 16 years and younger must be accompanied and supervised by an adult at all times at the Resort.
4. Members, their families and their guests, shall abide by all rules and regulations of the Resort as they may be amended from time to time.
5. Areas of the Resort may be restricted or closed for scheduled maintenance, repairs or special Resort functions or any other reason deemed necessary by the Resort.
6. It is contrary to the Resort's policy to have its facilities used for functions or fund-raising efforts for the benefit of a political cause, except as specifically permitted by the Resort. The Resort Facilities shall not be used in connection with organized religious services or other activities except as may be approved by the Resort.

7. Members should not request special personal services from employees of the Resort who are on duty or the personal use of the Resort's furnishings or equipment which are not ordinarily available for use by Members.
8. Dogs or other pets (except for those legally assisting persons with disabilities) are not permitted on the Resort Facilities, except with the permission of the Resort. Where dogs are permitted on the grounds, they must be on a leash. Members are responsible for damage caused by an animal owned by the Member or under the Member's control.
9. Members and their guests may not abuse any of the Resort's employees, verbally or otherwise. All service employees of the Resort are under the supervision of the Resort Manager and no Member or guest shall reprimand or discipline any employee, nor shall a Member request an employee to leave the Resort Facilities for any reason. Any employee not rendering courteous and prompt service should be reported to the management of the Resort immediately.
10. "No Parking" signs must be observed. Vehicles parked in violation of "No Parking" signs may be towed at the owner's expense.
11. Smoking is permitted only in designated areas.
12. No fireworks are permitted anywhere on Resort property or adjacent areas unless part of a fireworks exhibit organized and conducted by the Resort.
13. Firearms and all other weapons of any kind are not permitted on Resort property at any time. Radios, televisions and the like are permitted only when played at a sound level which is not offensive to other Members and guests.
14. Violation of any of these rules or conduct in a manner prejudicial to the best interests of the Resort will subject the person in violation to disciplinary action by the Club in accordance with these Rules. The personnel of the Resort will have full authority to enforce these Rules and any infractions will be reported to the management of the Resort and the Club.

Beach & Pool Access

Members *are required* to call the Beach Hut facility prior to arrival at the resort for access to the beach or Resort pools (239-642-2740). This location is open daily from 8:30 am to 4:00 pm, weather permitting. Members' beachside amenities are distributed from the Member's check-in at this location. Pool towels are also available at the towel huts at each pool, provided pool seating is available. Members will sign-in to the Members' Welcome Log when visiting the beach or pool.

Marriott's Private Beach Access

Members may have access to the JW Marriott Beach. Here, Members do receive a complimentary amenity package which includes an umbrella, beach chairs and towels; chair-side food/beverage service from Quinn's Cruiser is also available and Members receive a 20% discount.

Day Lockers

Day Lockers are located in the proximity of the Tiki Waterfall Pool, near the hot tub. These lockers have self-set security so there is no reason to track down a key. REMEMBER to empty the locker at the end of each day's visit to avoid removal of all items from that locker. Locker keys may never be kept overnight. Lockers are available on a "first-come" basis.

Resort Pools

Our experience illustrates that demand for use of the Resort pools during highest hotel occupancy, critical time frames, has been demonstrated to exceed our capacity for pool seating. Therefore, over a handful of short periods during the year, the Resort will be unable to accommodate Member use of either the Quinn's Pool or the Tiki Waterfall Pool.

Question: How do I know if the pools are restricted on any given day?

Answer: When you call in advance for Member Check-In (239-642-2740) before leaving your home ask about restrictions; you will be advised of any restricted areas for a given day.

Question: What are my options if the Resort pools are restricted?

Answer: If your plans included poolside seating, and this is restricted at the Resort, the pool at Hammock Bay is available and waiting! There is always a pool option available and the beach also awaits you.

Cabanas & Chickee Huts

Enjoy a day at the Resort, Marco Island style! Our Chickee or Cabana Concierge will arrange your lounge chairs, place towels and chilled bottled water in your beach side Chickee Hut or super Luxurious Poolside Cabana to set just the right tone for you to relax and enjoy.

The Chickee Huts can be reserved on a daily or weekly basis and include up to 4 lounge chairs, 4 iced bottles of water and a roving Quinn's Cruiser to help with food or beverage requests. Cabanas are located poolside at the "Quinn's Pool". Cabanas are equipped with plasma TV's, mini-fridges, chairs, chilled water and a roving server to assist with any special requests. Cabanas and Chickee huts may be reserved in advance. Cancellation and no-show charges do apply to all Cabana and Chickee hut reservations.

Beach Related Discounts of 20 %

- Chickee Huts
- Cabanas
- All non-motorized water sports that are operated by Marriott, Shelling & Sailing Tours and miscellaneous water "toys".
- Apparel
- Food and Beverages

Hammock Bay Pool Access

All eligible Members Club Members must register their presence at the tropically landscaped Hammock Bay pool. Sign in is required and is accomplished by following this simple procedure (towels are available poolside):

- Membership card presentation at the reception desk.
- Please refer to 'General Pool Rules' as they apply to the Hammock Bay Pool as well. (Page 22)
- To ensure all Members have access to towels, please limit towel use to 2 per person.
- A maximum of 4 lounge chairs per membership during heavy pool use days will be enforced.
- Hammock Bay Cabanas are not able to be reserved; they are on a first come availability.

Resort Rules That Apply to Guests

- Extended Family Members are welcome as Members' guests (accompanied by the Member or unaccompanied) on a space available basis. Availability is determined by the Hotel Manager.
- Members may accompany up to 2 non-family guests at a maximum.
- Members with more than 2 non-family guests may desire to contact the Membership Office to arrange for a waterside private party experience. There is a charge connected with all private party arrangements.
- Unaccompanied friends of Members cannot be accommodated at any time.
- ALL GUESTS REQUIRE A GUEST PASS, which is granted by the Membership Office. You may either call the Membership Office (Mon-Fri) at 239-793-2673 or e-mail val.murphy@marriott.com in advance, so the passes will be ready. Please contact the Golf Shop for the issuance of Guest Passes if the Membership Office is closed.
- Please request guest passes at least one week in advance and as early as 60 days in advance.
- At no time shall any Membership (including guests) occupy more than 4 pool lounge chairs.

General Pool Rules for the Resort & Hammock Bay

1. As stated in the Membership Plan, access to the Hotel's 2 main pools may be restricted from time to time due to lounge chair capacity. At such times our Members will enjoy our Private Members' area on the beach with complimentary chairs, towels and an umbrella or our tropically designed pool at Hammock Bay.
2. Access to the pool at Hammock Bay is intended for year-round enjoyment by our Members. From time to time, the hours of operation of the pool may be changed or the pool may be closed for weather, necessary repairs or maintenance or other such reason deemed necessary. The Hammock Bay pool is available for private parties or groups by Members, the Resort guests or non-members.
3. Everyone wishing to use the pool facilities must first present his or her Membership card. Members must acquire a Resort Guest Pass for each of their guests and are responsible for the payment of any appropriate charges as may be determined from time to time. Guest Passes must be issued by the Membership Office.
4. At no time may any Membership (guests and family included) occupy more than 4 pool lounge chairs on any given day.
5. Children 16 years and younger must be accompanied and supervised by an adult at all times.
6. Children must be 3 years of age and toilet trained to use the adult pool. Children wearing diapers are not permitted in any pool. Children who cannot swim must be accompanied by a parent or guardian at all times while in the pool area.
7. Swimming is permitted only during designated hours. The pool is officially closed when a "CLOSED" sign is posted
8. Showers are required before entering the pool.
9. Bottles, glass objects, drinking glasses and sharp objects are not permitted in the pool area. Trash should be placed in the proper receptacles located throughout the pool area.

10. All swimmers must wear bona fide swimming attire. Tank tops, halters, cut-offs, dungarees and Bermuda shorts are not considered appropriate swimwear. Proper non-swim attire is required at all times, other than in the locker rooms. Shoes or other foot coverings and caftans or shirts must be worn outside the swimming pool area.
11. Radios, televisions and the like are permitted only when played at a sound level which is not offensive to other Members and guests.
12. Animals, bicycles, skateboards, play balls of any type and coolers are not permitted in the pool area.
13. Lifesaving and pool cleaning equipment should be used only for the purposes intended.
14. Running, ball playing and hazardous activities are not permitted in the pool area. Pushing, dunking and dangerous games are prohibited. Diving is not permitted unless otherwise indicated at the pool.
15. Fishing, spear fishing and snorkeling equipment, other than a mask and snorkel, are not to be used in the pool area except as part of an organized course of instruction.
16. Throwing footballs, Frisbees, tennis balls, or other objects, spitting or spouting water, and tag games are not allowed in the pool area. The Resort staff has the authority to expel from the pool areas anyone who does not follow these Pool Rules or whose conduct is otherwise unbecoming of a Member.
17. Swimming parties may be arranged through the Club in advance of the occasion.
18. All persons using pool furniture are required to cover the furniture with a towel when using suntan oils and lotions, as the use of these oils and lotions could stain or damage the furniture. All towels must be returned where received and must not leave Club or Resort property or risk expulsion from Membership.
19. Smoking is permitted only in designated areas of the resort. No smoking at the Hammock Bay pool.
20. All persons using the pool area are urged to cooperate in keeping the area clean by properly disposing of towels, cans, cigarettes, and all other trash in the proper receptacles.
21. Flotation devices are permitted for non-swimming children up to 5 years of age. Small toys, such as balls, water guns, rings, etc., may be permitted, depending on the number of persons in the pool and the way the toys are used. Air mattresses may be permitted, depending on the size of the mattress and the number of persons in the pool. The pool staff has the authority to discontinue use of these mattresses upon the determination that they present a safety hazard or hinder the enjoyment of the pool by others. Tire inner tubes are not permitted at any time.
22. Unless otherwise arranged with the pool attendant, persons who leave the pool area for over 60 minutes must relinquish lounges and chairs by removing all towels and personal belongings. Saving chairs for persons absent from the pool area is prohibited. This includes visits to Resort restaurants or shops.

23. Use of the pool at any time is at the swimmer's own risk. Any injuries or accidents should be reported to the Resort Manager immediately. The Club, nor Resort will assume any responsibility for the security of personal belongings left unattended.

SPA BY JW AT THE JW MARRIOTT MARCO ISLAND

Available in the Spa by JW and included in your membership is use of the fitness center which features a cardiovascular theater and a strength training area, fitness classes, our sanctuary area, which includes hot soak, cold plunge, steam, sauna and showers, day lockers and relaxation room.

You may access either of the 2 large pools (the "Quinn's" or "Tiki Waterfall" pool) and/or the beach from the spa, and leave your personal items in your day locker. All the included amenities at the spa are available during normal spa hours. Have a great work-out, spend the day at the beach, then return to the spa for a cold plunge or a steam, and leave ready to paint the town red!

Spa by JW Services

A menu of spa services is available on the Spa section of the Members' website and at the Spa reception desk. We suggest reservations for treatments. If you do receive a spa treatment, you will be invited to make the most of it by a visit to the Spa pool. Club Members receive a 20% discount on all Spa and Salon treatments except when the services are already pre-discounted (Such as specials or packages). To arrange for spa services, call 239-642-2686.

- Your membership card must be presented at the Spa reception desk upon entry to the Spa and your signature placed on the Member Welcome Log there.
- Spa lockers are available daily on a complimentary basis, based on availability. Keys will be issued daily and must be returned each day after use, or a fee will be assessed. Permanent locker assignment is not possible.
- Fitness classes are subject to change. Reservations are required and may be made up to one week in advance. Failure to cancel at least 2 hours in advance will result in a "no show" charge to the Member's account. The current month's fitness class schedule is posted on the Spa website and is available in printed form from the Membership Office or the Spa Reception Desk.
- Self-parking in front of the Spa (in spaces designated for Members) is limited to 90 minutes. If you will be visiting the Spa for longer periods, we request that you use either the complimentary valet at the main entrance or self-parking across the street from the main entrance to the hotel.

Members' Guests

Spa by JW is available to the Member, Member's spouse, and their children (under the age of 25 and according to the age requirements for both membership and spa usage). Extended Family-grown children (25 years or older), mother, father, grandchildren, grandparents-do not have spa/fitness privileges.

Use of the fitness facility, and the sanctuary wet areas will be made available to Members' guest(s) – including personal trainers - at a daily charge. Please note that in all cases, the spa pool/pool deck whirlpool is not included unless a Spa service is received.

Members are responsible for the conduct of their guests. Spa guests must be accompanied by the Member at all times; while accompanied, Members' guests will benefit by a discounted day rate for Spa access. There are no provisions for unaccompanied guests of Members.

Minor Aged Children

- The "wet-areas" (sauna, hot soak, cold plunge, steam room, whirlpool and therapy pool/deck) are off limits to those under the age of 18 at all times-regardless of the treatment they may have.
- Children 15 years and younger must have "Spa Services-Youth Authorization and Release Form" signed by parents and also must have a parent accompany them AT ALL TIMES - including the actual service and all throughout the facilities.
- Children 16 & 17 must also have the release form signed by parents, but do NOT need their parents to accompany them - no supervision necessary.

The Spa Pool & Whirlpool

The Spa reserves its outdoor pool/outdoor whirlpool for the same day use of clientele who enjoy Spa services. It is not an area that is available for the general use of hotel guests or Club members, unless a service accompanies its use.

Sauna & Steam Room Rules at the Spa

1. Consult your physician before using the sauna or steam treatment rooms. These treatments produce dry and moist heat and generally reach temperatures above 105 degrees. It is not advisable to remain in the treatment rooms for more than 5 minutes at any one time. Pregnant women should not use the whirlpools or other facilities that would elevate the core body temperature.
2. Never use a steam or sauna treatment when you are under the influence of alcohol or narcotics, or when you have taken antihistamines, tranquilizers, vasoconstrictors, vasodilators or stimulants.
3. Elderly people and those who suffer from diabetes, heart disease or high/low blood pressure should not use saunas.
4. Never go into a sauna or steam treatment on a full stomach. Wait 2 hours after a heavy meal before using a steam or sauna treatment.
5. Following a strenuous exercise period, DO NOT GO DIRECTLY INTO A SAUNA OR STEAM TREATMENT. Rest and cool down; allow your pulse to return as close as possible to your resting rate before entering either facility.
6. No cups, magazines or newspapers are permitted inside the sauna. Do not pour water or any liquid on the hot rocks or any heating element.

For sanitary reasons, no shaving or paper cups are permitted in the steam treatment room.

General Spa & Spa Pool Rules

1. All Club Members are entitled to participate in any Spa programs which may periodically be offered and to utilize all Spa services, amenities and facilities as they may exist from time to time. Access to the Spa pool is limited to those individuals utilizing the Spa services, and other services as may be identified by the Spa Director.

2. Only persons 16 years of age or older are permitted in the fitness area of the Spa and no person under such age shall be permitted access to the fitness area or use of any Spa services, equipment or amenities.
3. Only persons 18 years of age or older are permitted in the wet or "sanctuary" area of the Spa and no person under such age shall be permitted access to aforementioned areas.
4. Operating Hours: Regular operating hours of the Spa will be posted at the Spa. From time to time, the hours of operation of the Spa may be changed or the Spa may be closed for necessary repairs or maintenance or other such reason deemed necessary.
5. Members are permitted to bring guests to the Spa subject to the policies and procedures specified by the Club. A guest fee will be charged for each guest in addition to fees for the use of specific Spa or Salon services. All guests, upon entry to the Spa, must sign in and register and be accompanied by the sponsoring Member.
6. Members receive a 20% discount on Spa and Salon Treatments and Spa Shop purchases. If a Member wishes to have that discount extended to his/her accompanied guest, all charges for both the Member and the Guest must be posted to the Member's account.
7. All exercise classes and class times shall be determined by the Spa Director, and may be changed from time to time.
8. Personal exercise trainers not employed by the Spa are not permitted to conduct personal exercise training programs.
9. All Members must present their photo identification Membership card at the Spa reception desk and register before entry into or use of the Spa facility.
10. Casual workout attire is acceptable. Cut-offs and/or torn garments shall not be permitted to be worn in any areas of the Spa. It is expected that Members and their Guests will choose to dress in a fashion befitting the surroundings and atmosphere provided in a luxury Spa setting.
11. No black-soled shoes shall be permitted in the aerobic studios. Only aerobic or court shoes may be worn. No persons will be allowed to participate in exercise classes without proper footwear.
12. No bare feet are allowed outside of the steam, sauna and treatment areas. We request the wearing of shower or slip resistant footwear.
13. Members may use the pool at the spa while undertaking Spa treatments and other services as may be identified by the Spa Director.
14. Use of the Spa pool at any time is at the swimmer's own risk. Any injuries or accidents should be reported to the attendant immediately.
15. Showers are required before entering the pool.

16. Bottles, glass objects, drinking glasses and sharp objects are not permitted in the pool area. Trash should be placed in the proper receptacles located throughout the pool area.
17. Food is allowed only in designated areas of the pool facilities. The Spa is smoke-free.
18. Employees are permitted to deliver food or alcoholic beverages only to locations designated by the Spa Director.
19. All swimmers must wear bona fide swimming attire. Tank tops, halter tops, cut-offs, dungarees and Bermuda shorts are not considered appropriate swimwear. Proper non-swim attire is required at all times in the clubhouse, other than in the locker rooms. Shoes or other foot coverings and caftans (cover-ups) or shirts must be worn outside the swimming pool area.
20. Radios, televisions and the like are permitted only when played at a sound level which is not offensive to other Members and guests.
21. Animals, bicycles, skateboards, play balls of any type and coolers are not permitted in the pool area.
22. Lifesaving and pool cleaning equipment should be used only for the purposes intended.
23. Throwing footballs, Frisbees, tennis balls, or other objects, spitting or spouting water, and tag games are not allowed in the pool area. The Spa staff has the authority to expel from the pool areas anyone who does not follow these Pool Rules or whose conduct is otherwise unbecoming of a Member.
24. All persons using pool furniture are required to cover the furniture with a towel when using suntan oils and lotions, as the use of these oils and lotions could stain or damage the furniture.
25. All persons using the pool area are urged to cooperate in keeping the area clean by properly disposing of towels, cans, and all other trash in the proper receptacles.
26. Flotation devices are not permitted.
27. Unless arrangements with the Spa Reception desk are made, persons who leave the pool area for over 60 minutes must relinquish lounges and chairs by removing all towels and personal belongings. Saving chairs for persons absent from the pool area is prohibited.

Locker Room Facilities at the Spa

1. Members must check in at the locker room reception desk of the Spa.
2. Day lockers are available on a per visit basis. Locker keys must be returned at time of checkout. A fee will be charged for keys which are not returned.

3. The Resort recommends that you not bring valuables into the Spa. Each person entering the Spa assumes liability for the loss of any items stored in a locker or common closet.
4. For Members' convenience, robes and slippers may be checked out at the locker room reception desk for use during a given day's visit. The removal of these items from the Spa premises shall subject the Member, visitor, or guest to expulsion from the Club, and the full retail charges for the replacement costs thereof.
5. For fire safety reasons, all clothing and personal articles must be stored in a locker or common closet in the locker room and not under benches or in the common areas.

All Spa Services

1. Appointment cancellations must be made 8 hours in advance or you will be billed at a rate of 50% for the service.
2. The Resort asks that you arrive 15 to 20 minutes prior to your service to relax and prepare for your treatment. If you are late for your appointment, it may be shortened to allow the therapist to be on time for the next appointment.
3. For your convenience, a gratuity may be added to the charge for each treatment.

General Fitness Rules

1. All persons using the fitness facilities do so at their own risk and may be required to execute such forms releasing the Club and Resort from liability for their use of the Resort's facilities as determined from time to time.
2. For Members' safety, no leg weights or wrist weights may be worn during exercise classes unless specified as part of the class by the fitness instructor.
3. It is the responsibility of all persons to obtain instruction on how to use the equipment prior to usage of such equipment, and the equipment is only to be used in accordance with such instructions.
4. It is the responsibility of each person using the fitness facilities to consult with his or her physician before use of the fitness facilities, and such person should be in good physical condition and have no physical, medical or psychological conditions, disabilities, impairments or ailments, chronic or otherwise, which would preclude, impair or prevent the Member from using the fitness facilities, equipment or amenities or engaging in active or passive exercise. Members assume full risk of loss and responsibility for damage to their health if the foregoing representations are not and do not continue to remain true.
5. Regular operating hours for the fitness facilities will be posted by the Resort and may be changed from time to time.
6. A health questionnaire may be required before using the fitness facilities. No physician or nurse will be on duty.

7. All weights and pieces of equipment must be returned to their proper places at the completion of use.
8. Casual workout attire is acceptable at the fitness facilities including tee-shirts, tank tops, gym shorts or warm-up pants for men; and leotards, tights, tee-shirts, tank tops, gym shorts or warm-up pants for women. Only aerobic or court shoes may be worn at the fitness facility and in the aerobics studio. No black-soled shoes shall be permitted at the fitness facility.
9. Pregnant women should not use those fitness facilities that would elevate their core body temperature, and should consult with their doctor regarding all exercise.
10. Smoking and alcoholic beverages are prohibited at the fitness facility. No food or drink may be brought onto the premises.
11. Each Member, Immediate Family Member, Extended Family Member, other Family Member, Lessee, or a guest of the Member assume full risk of loss and responsibility for damage to their health.
12. Horseplay, profanity, disruptive conduct and indiscreet behavior at the fitness facilities are strictly prohibited.
13. Stereos, televisions and tapes should be enjoyed with headphones and at a volume so as not to disturb others.
14. All jewelry must be removed prior to exercising.

TENNIS AT HAMMOCK BAY

Reserving a Court

At Hammock Bay please make court reservations via the Members website: www.membersclubatmarco.com or call the Hammock Bay Tennis desk at 239-389-6602.

General Tennis Rules

1. The Rules of Tennis of the USTA shall apply at all times, except when in conflict with the local rules or with any of the rules herein.
2. Court reservations may be made by using the member website or by visiting the Hammock Bay Tennis Shop. Reservations may be made up to 7 days in advance via the website.
3. All players must check in and register at the Tennis Shop 10 minutes prior to their court time or the court will be released to the first name on the waiting list. Members and guests shall present their Membership cards at registration.

4. Players who fail to cancel their reservation 4 hours prior to their scheduled court time or do not register 10 minutes prior to their court time may be charged a fee to be determined by the Club.
5. At the end of their playing period, players must promptly relinquish their court to the next players. Once a Member is off the court, the Member may sign up for the next available court time.
6. Members are permitted the use of the courts for up to 90 minutes on a complimentary basis, except for certain times designated by the Tennis Shop.
7. Skateboards, bicycles, roller skates, roller blades, etc., are not permitted on the tennis courts.
8. Proper tennis etiquette should be observed at all times. Excessive noise, racquet throwing or profanity will not be permitted at any time. Trash and other litter must be deposited in the proper receptacles.
9. Use of the tennis courts shall be subject to the control of the Tennis Shop at all times. The Tennis Shop shall determine the suitability of the courts for play. Courts will be closed when necessary for maintenance operations, when dictated by safety considerations, and/or when under adverse or anticipated adverse weather conditions. The Tennis Shop may reserve the courts for special events.

Tennis Attire

Proper tennis attire Includes: tennis shoes, athletic shorts, pants or skirt and a shirt.

DINING

We are well recognized for our dining venues, and welcome you to all of them! For information on any restaurant in particular, please call the Membership Office or hotel concierge. Please call to verify hours of restaurant operation as schedules change from time to time, as do menus.

Members receive a 20% discount on food (except during Member-priced events and special Holiday Buffets) and beverages including alcohol consumed by the Member and those on his/her bill, at any of our extraordinary venues:

Dining at the Resort

Korals - Take your sushi and sake with a side of style and sophistication at Korals. Relax with family and friends and enjoy the BEST sushi the ocean has to offer in an ambiance that is as stimulating as a big bite of wasabi!

ARIO - Built upon the passion of a primal dining experience for the discerning global nomad. Our chefs are focused on the unique techniques of dry aging meats, utilization of local seafood selections; and featured salts and spices from around the world –allowing for globally inspired flavors.

Maia - The passion of Maia derives from an ingredient driven menu. Our Chef's simply crafted dishes feature an abundance of local and regional resources, right from South Florida.

400 Pazzi's - Italian-American inspired fare utilizing fresh, local ingredients is the signature of 400 Pazzi's, the JW Marriott Marco Island's beachfront, urban Italian restaurant. Featuring larger, family-style plates, you and your group can choose from classic Italian favorites like homemade pasta and pizza to mouthwatering seafood dishes prepared with minimal ingredients in order to highlight the freshness of the catch.

Quinn's on the Beach - A reinvented tropical island oasis located on the white sand of the Gulf of Mexico, Quinn's on the Beach brings local Floribbean flavors to paradise. Enjoy frozen and mixed cocktails hand-crafted from fresh juices and local ingredients. Bring more to your sunsets and experience the paradise feeling at Quinn's featuring local seafood and unique appetizers.

Kane Tiki Bar & Grill- The Polynesian God of Creation and Growth, fuels the Balinese-inspired for a beachfront grill and tiki bar. Savor the extensive collection of aged rum as frozen drinks, light refreshments and lively company come together for an otherworldly experience where sun meets sand.

San Marco Café- Let our expert baristas work their magic on your favorite hot or cold coffee drink — including lattes, espressos and cappuccinos. Come nightfall, Café San Marco is a secluded spot for a glass of wine or beer or a sweet treat.

10K Alley - A combination gastro-pub and state-of-the-art gaming emporium, pulsates with a kind of energy that has never before been felt in Southwest Florida. This sleek and sophisticated venue transitions from family fun during the day to adult-centered nightlife after dark. 10K Alley conveys the feel of a modern distillery – warm, polished and industrial at the same time. Elevated cuisine, over 60 Florida-brewed craft beers and barrel-aged bourbons, decadent 10K milkshakes and other delights will excite your taste buds while you bring your A-game to bowling, mini-golf, dozens of gaming and virtual reality experiences.

Tesoro Rooftop Restaurant - Mediterranean inspired cuisine infused with the essence of Portugal, Greece and Italy, while featuring South Florida's ingredients from valued local purveyors. Beyond reflecting the aromas, flavors and colors of the Mediterranean in its cuisine, a moderately priced wine list focuses on the region's boutique vineyards.

Dining at the Rookery Clubhouse

The Rookery Grill is open for breakfast and lunch daily. You'll want to make our staff part of your family after experiencing their outstanding service and commitment to our Members! The Grill always offers deliciously prepared lunch specials. Dinner, with a menu as varied as nature itself, is served seasonally.

- The Members' Lounge (Champions Lounge) is our Members' home away from home, and is open for breakfast and lunch in high season. Welcoming and friendly service prevails with our dedicated, full time service staff, who tries their best to honor every request.
- Gratuities: a gratuity on bills (based on total before discounts) will be included for service in both the Members' mixed grill/lounge and The Rookery Grill.

Dining at the Hammock Bay Clubhouse

The Hammock Bay Grill at Hammock Bay Golf Club provides casual outdoor poolside seating, an outdoor Tiki bar, and a beautiful terrace with relaxing views overlooking the 18th fairway. Breakfast and dinner is served seasonal. Lunch is served year-round.

- Poolside and bar options featuring exotic drinks and lunch at The Tiki Bar.
- Gratuities: a gratuity on bills (based on total before discounts) will be included for service at the Hammock Bay Clubhouse.

GENERAL CLUB RULES

1. Members, their families and their guests, Resort guests, and non-members shall abide by these Rules and all other rules, regulations and procedures of the Club as they may be amended from time to time.
2. The Club Facilities shall be open on the days and during the hours as may be established by the Club. Areas of the Club may also be closed for scheduled maintenance and repairs or functions.
3. Performance by entertainers will be permitted on the Club Facilities only with the permission of the Club.
4. Dining room activities for groups will be permitted only with the permission of the Club.
5. Alcoholic beverages will not be served or sold, nor permitted to be consumed, at the Club in any manner prohibited by state or local law. The Club reserves the right, in its sole discretion, to refuse service to a Member or guest when that Member or guest appears to be intoxicated.
6. All food and beverages consumed on the Club Facilities must be furnished by the Club unless otherwise permitted.
7. Employees are permitted to deliver food or alcoholic beverages to locations away from the immediate area of the clubhouse or other designated areas of the Club only with the permission of the Club.
8. Commercial advertisements shall not be posted or circulated in the Club nor shall solicitations of any kind be made on the Club Facilities or upon the Club's stationery without the prior approval of the Club. Other than as permitted in writing by the Club, no petition shall be originated, solicited, circulated or posted on Club property.
9. Members shall not use the roster or list of Members of the Club for solicitation or commercial purposes or distribute the roster to anyone other than a Member as to do so would risk termination of Membership.
10. It is contrary to the Club's policy to have its facilities used for functions or fund-raising efforts for the benefit of a political cause, except as specifically permitted by the Club. The Club Facilities shall not be used in connection with organized religious services or other activities except as may be approved by the Club.

11. Members should not request special personal services from employees of the Club who are on duty or the personal use of the Club's furnishings or equipment which are not ordinarily available for use by Members.
12. Dogs or other pets (with the exception of those assisting persons with disabilities) are not permitted on the Club Facilities, except with the permission of the Club. Where dogs are permitted on the grounds, they must be on a leash. Members are responsible for damage caused by an animal owned by the Member or under the Member's control.
13. Members and their guests may not abuse any of the Club's employees, verbally or otherwise. All service employees of the Club are under the supervision of the General Manager and no Member or guest shall reprimand or discipline any employee, nor shall a Member request an employee to leave the Club Facilities for any reason. Any employee not rendering courteous and prompt service should be reported to the management of the Club immediately.
14. Self-parking is permitted in areas identified as such. No parking will be allowed on grassed areas. "No Parking" signs must be observed. Vehicles parked in violation of "No Parking" signs may be towed at the owner's expense.
15. Cigarette, cigar and pipe smoking is not permitted in any golf clubhouse; the Resort is a smoke-free facility.
16. No fireworks are permitted anywhere on Club property or adjacent areas unless part of a fireworks exhibit organized and conducted by the Club.
17. Firearms and all other weapons of any kind are not permitted on Club property at anytime.
18. Use of the Club Facilities may be restricted or reserved from time to time by the Club.
19. Violation of any of these rules or conduct in a manner prejudicial to the best interests of the Club will subject the person in violation to disciplinary action by the Club in accordance with these Rules.
20. The personnel of the Club will have full authority to enforce these Rules and any infractions will be reported to the management of the Club.
21. In no event shall the Club discriminate against any individual because of the individual's race, color, religion, sex, national origin, age, handicap or marital status.

RESIGNATION OF MEMBERSHIP

Please refer to the "Membership Plan" for complete details on the subject of Resignation from Membership.

Discipline

Please refer to the "Membership Plan" for complete details on Disciplinary Procedures

Loss or Destruction of Property or Instances of Personal Injury

1. Each Member as a condition of Membership and each spouse, partner, Immediate Family Member, Extended Family Member, other Family Member, Designated Member, Lessee, and guest as a condition of invitation to the Club Facilities or Resort Facilities assumes sole responsibility for his or her property. The Club shall not be responsible for any loss or damage to any personal property used or stored on the Club Facilities or Resort Facilities, whether in lockers or elsewhere. Any such personal property which may have been left in or on the facilities for 6 months or more without payment of storage thereon may be sold by the Club, with or without notice, at a public or private sale, or may be otherwise disposed of, and the proceeds, if any, may be retained by the Club.
2. No person shall remove from the room in which it is placed or from the Club's or Resort's premises any property or furniture belonging to the Club or Resort without proper written authorization.
3. Every Member of the Club shall be liable for any property damage caused by the and each spouse, partner, Immediate Family Member, Extended Family Member, other Family Member, Designated Member, Lessee, and guest. The cost of such damage shall be charged to the responsible Member's Club account.
4. Any Member, spouse, partner, Immediate Family Member, Extended Family Member, other Family Member, Designated Member, Lessee, guest, Resort guest or other person (collectively, the "Users" and individually a "User") who, in any manner, makes use of or accepts the use of any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the Club or Resort, including without limitation, the use of golf carts, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the Club or Resort, either on or off the Club's or Resort's premises, shall do so at his or her own risk. Each User shall hold Massachusetts Mutual Life Insurance Company (the "Club Owner"), City National Bank of Florida, Cornerstone Real Estate Advisers, LLC., Marriott International Inc., the Club Manager, their respective affiliates, their respective successors and assigns and their respective shareholders, partners, directors, officers, members, employees, representatives, agents and Club committee members (collectively, the "Indemnified Parties") harmless and release them from any and all loss, cost, claim, injury, damage or liability sustained or incurred by him or her, resulting from the use of the Club, Hammock Bay Facilities, Rookery Facilities or Resort Facilities, including without limitation, the wearing of golf shoes with soft spikes or spike-less shoes, or otherwise, or arising out of or incident to Membership in the Club and/or from any act or omission of any of the Indemnified Parties, provided such indemnity does not cover damages caused by an indemnified party's gross negligence or willful misconduct to the extent of such damages. Any Member shall have, owe and perform the same obligation to the Indemnified Parties hereunder in respect to any such loss, cost, claim, injury, damage or liability sustained or incurred by any User who is an Immediate Family Member, Lessee, other Family Member, Designated Member, or guest of the Member.

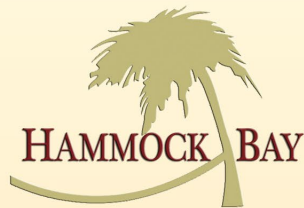


Three Amazing Venues...



JW Marriott Marco Island Beach Resort

- Private Beach with Complimentary Chairs, Towels and Umbrella
- Multiple Pools
- Spa Fitness Center with Complimentary Classes
- Spa by JW with Access to All Amenities
- Complimentary Valet Service
- Preferred Discount on: Rooms*, Retail, Spa and Food & Beverage



Hammock Bay Golf Club

- 18 Hole Pristine Golf Course
- Complete Clubhouse with Dining, Lockers and Golf Shop
- Multiple Dining Venues
- 3 Har-Tru Tennis Courts
- Zero Entry, Tropical Pool
- Preferred Discount on Food & Beverage and Retail



The Rookery at Marco Golf Club

- 18 Hole Newly Redesigned Links Course
- Stunning Clubhouse
- Dining, Lockers, Billiards & Card Room, Golf Shop and Membership Office
- Private Members' Lounge
- Preferred Discount on Food & Beverage and Retail

All in One Club...All Yours!

*For Information About Joining The Members Club at Marco
Please Contact*

Valerie Murphy ~ Director of Memberships ~ 239-642-2635

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JW MARRIOTT

MARCO ISLAND



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